**AGENDA**
**Special Presentation Meeting**
**Tuesday, September 15, 2026, at 6:00 p.m.**
**Historic Courthouse**
**101 S. Main Street**
**Anderson, South Carolina**
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. RESOLUTIONS/PROCLAMATIONS:**

**a. 2026-055:** A Resolution honoring Mr. Clarence Sullivan for three decades of extraordinary service to the Civic Center of Anderson.

All Council

**b. 2026-058:** A Resolution designating September 17 through September 23, 2026, as Constitution Week in Anderson, South Carolina.

All Council

**c. 2026-060:** A Resolution honoring Brian Cheek for placing ninth in the World in the Men's 50-54 division at the 2026 Masters CrossFit Games.

Hon, Chris Sullivan

**3. ADJOURNMENT**

**AGENDA**
**ANDERSON COUNTY COUNCIL**
**REGULAR MEETING**
**Tuesday, September 15, at 6:30 p.m.**
**Historic Courthouse**
**101 S. Main Street**
**Anderson, South Carolina**
*Chairman Tommy Dunn, Presiding*

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE** Hon. Glenn Davis

**3. APPROVAL OF MINUTES** September 1, 2026

**Tommy Dunn** Chairman, District Five
**Chris N. Sullivan** District One
**Greg Elgin** District Three
**M. Cindy Wilson** District Seven
**Brett Sanders** V. Chairman, District Four
**Glenn Davis** District Two
**Jimmy Davis** District Six
**Renee Watts** Clerk to Council
**Rusty Burns** County Administrator

**4. CITIZENS COMMENTS** Agenda Matters Only
**THREE-MINUTE TIME LIMIT**

**5. ORDINANCE THIRD READING:**

**a. 2026-034:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park to include certain property owned by Red Bullet 25, LLC; and other matters related thereto. **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Mr. Burriss Nelson (allotted 5 minutes)

**b. 2026-039:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 91.65 acres from I-2 (Industrial Park) to R-20 (Single-Family Residential District) on a parcel of land, identified as 91.65 acres on Dixon Road in Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel is further identified as TMS #95-00-03-006. [District 5] **(PUBLIC HEARING THREE MINUTE TIME LIMIT)**

Alesia Hunter (allotted 5 minutes)

**6. ORDINANCE SECOND READING:**

**a. 2026-040:** An Ordinance amending Ordinance No. 99-004, The Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map, to adopt a zoning map in the Broadview Voting Precinct, Anderson County, South Carolina; and other matters pertaining thereto.

Ms. Alesia Hunter (allotted 5 minutes)

**b. 2026-043:** An Ordinance to amend Article V of Chapter 18 of the Code of Ordinances of Anderson County, South Carolina, so as to realign the Anderson County Hazardous Materials Team, to establish a full-time hazardous materials program manager position; to provide for reporting structure and funding; and to provide for other matters related thereto.

Mr. Matt Hogan (allotted 5 minutes)

**7. ORDINANCE FIRST READING:**

**a. 2026-48:** An Ordinance to amend Section 24-1074(c) of the Code of Ordinances, Anderson County, South Carolina, to increase the percentage of local residents required to request a price estimate; and other matters related thereto.

Mr. Jordan Thayer (allotted 5 minutes)

**b. 2026-049:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project Up]

Mr. Burriss Nelson (allotted 5 minutes)

**c. 2026-050:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax and special source credit agreement by and between Anderson, South Carolina and [Project St Nick] with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

**d. 2026-051:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto. [Project St Nick]

Mr. Burriss Nelson (allotted 5 minutes)

**e. 2026-052:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement by and between Anderson County, South Carolina and a company known to the county at this time as Project Big Brother with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain special source credits; and other matters related thereto.

Mr. Burriss Nelson (allotted 5 minutes)

**f. 2026-053:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 PARK) of Anderson and Greenville counties so as to enlarge the park; and other matters related thereto.[Project Big Brother]

Mr. Burriss Nelson (allotted 5 minutes)

**8. RESOLUTIONS:**

**a. 2026-057:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project St Nick, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to an industrial project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby Project St Nick will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters. [Project St Nick]

Mr. Burriss Nelson (allotted 5 minutes)

**b. 2026-059:** A Resolution authorizing the execution and delivery of an inducement agreement by and between Anderson County, South Carolina and Project Big Brother, whereby, under certain conditions, Anderson County will execute a fee in lieu of tax and special source credit agreement with respect to a project in the county whereby the project would be subject to payment of certain fees in lieu of taxes, and whereby Project/Company will be provided certain credits against fee payments in reimbursement of investment in related qualified infrastructure; and providing for related matters.[Project Big Brother]

Mr. Burriss Nelson (allotted 5 minutes)

**9. APPROVAL OF CONCESSION SUBLEASE AGREEMENT BETWEEN LAKE HARTWELL DEVELOPMENT GROUP LLC DBA THE SHORES OF ASBURY WITH GUISELLE P. RICE DBA LA CANTINA WATERFRONT BAR AND GRILL**

Mr. Rusty Burns

**10. APPROVAL OF ANDERSON SPORTS AND ENTERTAINMENT CENTER FACILITY USE AGREEMENT TEMPLATE**

Mr. Rusty Burns

**11. APPROVAL OF RECREATION FACILITY USE AGREEMENT TEMPLATE FOR ATHLETIC FIELDS AND COURTS**

Mr. Rusty Burns

**12. ATAX COMMITTEE RECOMMENDATIONS FY 2026-2027** Mr. Rusty Burns

**13. ROAD ACCEPTANCE INTO COUNTY INVENTORY:**

**a.** The Village at White Pine Subdivision-District 4
Whitebark Drive
Spruce Pine Drive
Stone Pine Drive
Shortleaf Lane
Conifer Court

**14. REPORT FROM PUBLIC SAFETY COMMITTEE MEETING HELD ON TUESDAY, SEPTEMBER 15, 2026**

Mr. Greg Elgin (allotted 10 minutes)

**15. REQUEST BY COUNCIL:**

**a.** Williamston Action Community Club-All Districts
**b.** Anderson Pregnancy Care-All Districts
**c.** P&D Ministries-District 2
**d.** Shock City Jeep Club-All Districts

**16. ADMINISTRATOR'S REPORT** Mr. Rusty Burns

**17. CITIZENS COMMENTS** Non-Agenda Matters
**THREE-MINUTE TIME LIMIT**

**18. REMARKS FROM COUNCIL**

**19. ADJOURNMENT**

**Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures in order to participate in this program, service or activity please contact the office of the program, service or activity as soon as possible but no later than 24 hours before the scheduled event. For assistance, please contact the Clerk to Council at (864) 260-1036.**

# RESOLUTION 2026-055

## A RESOLUTION HONORING MR. CLARENCE SULLIVAN FOR THREE DECADES OF EXTRAORDINARY SERVICE TO THE CIVIC CENTER OF ANDERSON.

**Whereas** Mr. Clarence Sullivan began serving Anderson County in the Civic Center's early years and, three decades later, has become a defining figure whose name is nearly synonymous with the Center itself; and

**Whereas** day after day and year after year, he has lifted, hauled, repaired, set up, broken down, cleaned, and restored, giving Anderson County the strength of his back, the skill of his hands, and the benefit of his irreplaceable knowledge and experience; and

**Whereas** early mornings, late nights, weekdays, and weekends have found him wherever the work was heaviest, often carrying the load of several people and staying until the Center was ready for whatever came next; and

**Whereas** the Civic Center would not be what it is today without the physical labor, personal sacrifice, and enduring devotion he has poured into it; and

**Whereas** the affection shown by Mr. Sullivan's coworkers, family, and community reflects not merely gratitude for the work he performs but love for the humble, dependable, and devoted man who has given so much of himself to Anderson County;

**Now, therefore, be it resolved** that Anderson County Council, in a meeting duly assembled this fifteenth day of September 2026, does hereby honor Mr. Clarence Sullivan for three decades of extraordinary service, express its profound gratitude, and recognize that his labor is written into the history, character, and very identity of the Civic Center of Anderson, the Anderson Sports & Entertainment Center, and Anderson County.

**FOR ANDERSON COUNTY:**

| | | | |
|---|---|---|---|
| Tommy Dunn, Chairman<br>District Five | Chris Sullivan<br>District One | Glenn Davis<br>District Two | Greg Elgin<br>District Three |
| | Brett Sanders<br>District Four | Jimmy Davis<br>District Six | M. Cindy Wilson<br>District Six |

**ATTEST:**

| | |
|---|---|
| Rusty Burns<br>County Administrator | Renee Watts<br>Clerk to Council |

ANDERSON COUNTY
SOUTH CAROLINA

# RESOLUTION 2026-058

# A RESOLUTION DESIGNATING SEPTEMBER 17 THROUGH SEPTEMBER 23, 2026, AS CONSTITUTION WEEK IN ANDERSON COUNTY.

***Whereas,*** September 17, 2026, marks the 239th anniversary of the framing and signing of the Constitution of the United States of America by the delegates to the Constitutional Convention, and

***Whereas,*** learning about the principles set forth for our country in the Constitution allows us to reflect on the rights, privileges, and responsibilities of American citizenship, and

***Whereas,*** the annual observance of Constitution Week provides an opportunity to celebrate this enduring document and the freedoms it safeguards.

***Now, therefore, be it resolved*** that the Anderson Count Council, in a meeting duly assembled this 15th day of September 2026 does hereby officially declare the week of September 17 through September 23 as **Constitution Week** in **Anderson County, South Carolina,** and encourages all residents to renew and strengthen their patriotism and appreciation for the unique cherished heritage passed on by our Founding Fathers through the Unites States Constitution.

**FOR ANDERSON COUNTY:**

| | | | |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| Tommy Dunn, Chairman<br>District Five | Chris Sullivan<br>District One | Glenn Davis<br>District Two | Greg Elgin<br>District Three |
| | _____ | _____ | _____ |
| | Brett Sanders<br>District Four | Jimmy Davis<br>District Six | M. Cindy Wilson<br>District Seven |

**ATTEST:**

| | |
|---|---|
| _____ | _____ |
| Rusty Burns<br>County Administrator | Renee Watts<br>Clerk to Council |

**2026-060**

# A RESOLUTION HONORING BRIAN CHEEK FOR PLACING NINTH IN THE WORLD IN THE MEN'S 50-54 DIVISION AT THE 2026 MASTERS CROSSFIT GAMES.

**Whereas** Mr. Brian Cheek, a coach and athlete at CrossFit Electric City in downtown Anderson, earned a place at the 2026 Masters CrossFit Games after finishing fourth worldwide in the Men's 50-54 Age Group Online Semifinal; and

**Whereas** the Masters CrossFit Games, held July 21 through July 23, 2026, in San Jose, California, brought together the world's leading masters athletes for three days of demanding competition, and Mr. Cheek finished ninth among the twenty qualifiers in his division; and

**Whereas** this outstanding result followed Mr. Cheek's sixth-place finish at the 2025 Masters CrossFit Games, giving him consecutive top-ten finishes in the world and demonstrating sustained athletic excellence; and

**Whereas** an achievement of this magnitude reflects years of disciplined training, perseverance through difficult tests, and the willingness to return day after day to work toward a goal few athletes ever reach; and

**Whereas** Mr. Cheek is known within the Anderson fitness community not only for his strength and competitive ability, but also for the positive spirit, encouragement, and example he offers to those who train alongside him, bringing credit to Coach Colin Leonard, CrossFit Electric City, and Anderson County;

**Now, therefore, be it resolved** that Anderson County Council, in a meeting duly assembled this 15th of September 2026, does hereby congratulate Mr. Cheek upon his ninth-place finish in the Men's 50-54 Division at the 2026 Masters CrossFit Games, commend his remarkable dedication and achievement, and extend its pride and best wishes as he continues to represent Anderson County among the world's finest masters athletes.

# ANDERSON COUNTY COUNCIL
# REGULAR MEETING
# TUESDAY, SEPTEMBER 1, 2026
# 6:30 PM
# Council Chambers
# 101 South Main Street, Anderson, SC 29624

*In accordance with the South Carolina Freedom of Information Act, Section 30-4-10 et seq., South Carolina Code, 1976, as amended and the Anderson County Code Ordinance #386, as adopted on September 21, 1993, the media was duly notified of the date, time and place of meeting.*

**Members Present:** Tommy Dunn, Chairman, Brett Sanders, Vice Chairman, Chris Sullivan, Glenn Davis, Greg Elgin, Jimmy Davis, and Cindy Wilson

**Staff Present:** Rusty Burns, Leon Harmon, Burriss Nelson, and Renee Watts

1. **CALL TO ORDER**- Chairman Tommy Dunn called the meeting to order at 6:30 PM

2. **INVOCATION AND PLEDGE OF ALLEGIANCE**: The invocation and pledge of allegiance was led by Honorable Chris Sullivan

3. **APPROVAL OF MINUTES**-Ms. Wilson moved to approve the minutes for August 4, 2026 as received, seconded by Glenn Davis. The vote in favor was unanimous.
   Ms. Wilson made a motion to amend the minutes of August 18, 2026 on page 2 under Ordinance Second Reading item b should be Ordinance No. 2026-045, seconded by Greg Elgin. The vote in favor was unanimous.

4. **CITIZENS COMMENTS**-One citizen, Mr. Samuel Ducket signed up to speak and had no comment.

5. **ORDINANCE THIRD READING:**

   a. **2026-038:** An Ordinance to amend Section 24-49 of the Anderson County Code of Ordinances to reduce the number of Planning Commission members from 9 to 7; and other matters related thereto.
   **PUBLIC HEARING-**None

   Ms. Cindy Wilson moved to approve this item, seconded by Greg Elgin.
   The vote was 4-3, Cindy Wilson, Chris Sullivan, Greg Elgin and Jimmy Davis voted in favor, Brett Sanders, Glenn Davis and Tommy Dunn voted against the ordinance.

   b. **2026-045:** An Ordinance to transfer an easement interest in real property at 1710 Manse Jolly Road to Duke Energy Carolinas, LLC; and other matters related thereto.
   **PUBLIC HEARING-**None

Mr. Brett Sanders moved to approve this item, seconded by Cindy Wilson. The vote in favor was unanimous. 7-0

6. **ORDINANCE SECOND READING:**

**a.** **2026-039:** An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 91.65 acres from I-2 (Industrial Park) to R-20 (Single-Family Residential District) on a parcel of land, identified as 91.65 acres on Dixon Road in Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel is further identified as TMS #95-00-03-006. [District 5]

Mr. Dunn recused himself. Brett Sanders assumed the chair. Ms. Cindy Wilson moved to approve this item, seconded by Jimmy Davis. The vote in favor was unanimous. (6-0)

**b.** **2026-046:** An Ordinance authorizing the execution and delivery of a fee in lieu of tax agreement and special source credit agreement by and between Anderson County, South Carolina and _____, a company formerly known to the county as Project Palmetto, with respect to certain economic development property in the county, whereby such property will be subject to certain payments in lieu of taxes, and whereby such property/company will be provided certain credits in related qualified infrastructure; and whereby such property will provided the benefits of a multi-county industrial and business park; certifying the project as a textile mill site pursuant to the South Carolina Textile Communities Revitalization Act; and providing for related matters. [Project Palmetto]

Mr. Brett Sanders moved to approve this item, seconded by Cindy Wilson. Mr. Burriss Nelson stated the annual payroll for this project will be $15.5 million for 217 jobs. The vote in favor was unanimous. (7-0)

**c.** **2026-047:** An Ordinance to amend an agreement for the development of a joint county industrial and business park (2010 Park) of Anderson and Greenville counties so as to enlarge the park to include certain property of [Project Palmetto]; and other matters related thereto.

Mr. Greg Elgin moved to approve this item, seconded by Cindy Wilson. The vote in favor was unanimous. (7-0)

7. **ORDINANCE FIRST READING:**

**a.** **2026-040:** An Ordinance amending Ordinance No. 99-004, The Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map, to adopt a zoning map in the Broadview Voting Precinct, Anderson County, South Carolina; and other matters pertaining thereto.

Mr. Glenn Davis moved to approve this item, seconded by Cindy Wilson. The vote in favor was unanimous. (7-0)

8. **RESOLUTIONS:**

**a.** **2026-056:** A Resolution designating and approving Milwaukee Electric Tool Corporation as an additional sponsor affiliate in satisfaction of the requirements of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, so as to allow the sponsor affiliate to qualify for benefits pursuant to the existing fee-in-lieu of *ad valorem* taxes and economic development agreement, by and between Anderson County, South Carolina, One World Technologies, Inc., as sponsor, and certain sponsor affiliates; and other related matters.

Mr. Greg Elgin moved to approve this item, seconded by Cindy Wilson. Mr. Burris Nelson stated the fee agreement had proven to bring new growth and stability to our existing industry TTI. The vote in favor was unanimous. (7-0)

9. **BID APPROVAL:**

**a.** **Bid #25-040**: Starr-Iva Force Main Replacement Project

Mr. Greg Elgin made a motion to approve the bid, seconded by Jimmy Davis. The vote in favor was unanimous. (7-0)

**b.** **RFQ #25-037:** Hope Village

Mr. Jimmy Davis made a motion to approve, seconded by Chris Sullivan. The vote in favor was unanimous. (7-0)

10. **VEHICLE DONATION:**

**a.** Tri-County Technical College-Campus Police

1) 2015 Dodge Charger Unit 37368
2) 2016 Dodge Charger Unit 37369
3) 2015 Dodge Charger Unit 34365

Mr. Brett Sanders made a motion to approve, seconded by Greg Elgin. The vote in favor was unanimous. (7-0)

Chairman Dunn excused himself from the meeting and Vice Chairman Brett Sanders assumed the chair and presided over the reminder of the meeting.

11. **REQUEST BY COUNCIL**

Mr. Jimmy Davis with District #6 made a motion to appropriate $500 to Anderson Aviation Association, $250 to Generation 4, $7,500 to Connect Powdersville, and $250 to First Flight Alliance, seconded by Cindy Wilson. The vote in favor was unanimous. (6-0)

Mr. Glenn Davis made a motion for Tommy Dunn, District #5 to appropriate $1,000 to Anderson Aviation Association, $250 to Generation 4 and $500 to First Flight Alliance, seconded by Cindy Wilson. The vote in favor was unanimous. (6-0)

Mr. Glenn Davis with District #2 made a motion to appropriate $1,000 to Anderson Aviation Association, $200 to Generation 4, and $200 to First Flight Alliance, seconded by Cindy Wilson. The vote in favor was unanimous. (6-0)

Mr. Greg Elgin with District #3 made a motion to appropriate $250 to Anderson Aviation Association, $250 to Generation 4 and $250 to First Flight Alliance, seconded by Cindy Wilson. The vote in favor was unanimous. (6-0)

Mr. Chris Sullivan with District #1 made a motion to appropriate $750 to Anderson Aviation Association, $250 to Generation 4 and $750 to First Flight Alliance, seconded by Cindy Wilson. The vote to approve was unanimous. (6-0)

Ms. Cindy Wilson with District #7 made a motion to appropriate $5,000 to the Williamston Action Community Club, seconded by Jimmy Davis. The vote to approve was unanimous. (6-0)

Mr. Brett Sanders with District #4 made a motion to appropriate $250 to Anderson Aviation Association, $250 to Generation 4 and $1,000 to First Flight Alliance, seconded by Cindy Wilson. The vote to approve was unanimous. (6-0)

12. **ADMINISTRATORS REPORT**

Mr. Burns stated nothing at this time.

13. **CITIZENS COMMENTS**

1. Judy Childers (District 6) Thanked Council for taking action to remove trees that were a fire hazard. She is asking for the additional 9 hardwood trees to be removed. She asked Council will they complete the 2024 tree removal that was approved. If Council chooses not to honor the original request, she is requesting two things. First reimburse her the $600 for the survey she paid for at the County's direction to locate a missing property pin to prove the trees were on County property. Second, evaluate the 9 remaining trees for potential damage to her home.
2. Samuel Duckett questioned the R-20 rezoning for District 5, when they could not get the R-20 for land in Townville. He asked how can we go before Planning so the zoning can protect us.

14. **REMARKS FROM COUNCIL**

Ms. Wilson referenced the Dixon Road property was zoned R-20 way back and then they decided they wanted I-2. The deal fell through apparently and the family who

owned the land wanted it moved back to R-20. The Planning Commission approved it, apparently the people living around there went before the Planning Commission and they had no objection from what she read. Do we have requirement that all landowners are notified by postcards? This is a concern we need to address that all citizens are notified. Happy Birthday to Anderson County.

Mr. Sullivan reminded everyone of the Celebrate Anderson Event this weekend. It will be in the Balloon Launch field.

Mr. Elgin invited everyone to balloon launch held by the Anderson Cancer Society. On 9/13 we will be doing our Annual 9/11 walk. The event will be held at 5 pm to honor everyone who lost their lives that day.

15. **ADJOURNMENT**

Mr. Brett Sanders adjourned the meeting at 6:56 pm

Link to video of meeting:
https://www.youtube.com/watch?v=bAKdedkc3r4

**ORDINANCE NO. 2026-034**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK TO INCLUDE CERTAIN PROPERTY OWNED BY RED BULLET 25, LLC; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted November 16, 2010, by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated December 1, 2010, as amended, with Greenville County ("Agreement");

**WHEREAS**, pursuant to Section 3(A) of the Agreement, the boundaries of the park created as a result of the Agreement ("Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County;

**WHEREAS**, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include parcels in Anderson County;

**NOW, THEREFORE**, be it ordained by Anderson County Council as follows:

Section 1. Exhibit B to the Agreement is and shall be amended and revised to include property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, at and after adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include the property and Exhibit B as so revised, without further action by either county.

Section 2. Revenues generated for the Park from the Project through Fee Payments to be retained by the County ("Net Park Fees") under the Park Agreement shall be distributed within Anderson County in accordance with this subsection, as follows:

(1) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

(2) 35% of Net Park Fees, and any surplus money under County Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund One of the County;

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the County portion of the park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Capitalized terms not defined in this Section 2 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

ATTEST:

_____
Rusty Burns
Anderson County Administrator
Anderson County Council

_____
Tommy Dunn, Chairman

_____
Renee D. Watts
Clerk to Council

| | |
|---|---|
| First Reading: | June 16, 2026 |
| Second Reading: | June 29, 2026 |
| Third Reading: | September 15, 2026 |
| Public Hearing: | September 15, 2026 |

APPROVED AS TO FORM:

_____
Leon C. Harmon
Anderson County Attorney

Addition to Exhibit B to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

Property Description

All that certain piece, parcel or lot of land lying, being and situate in the County of Anderson, State of South Carolina, being shown and designated as 25 Acres on that certain plat entitled "Survey & Certification at the Request of JTM Holdings, LLC", Project Number 25111, dated June 13, 2025, prepared by Branyon Land Surveying, LLC, and recorded on August 26, 2025, in Plat Book S3291 at Page 4, Anderson County Register of Deeds. Reference to said plat is made for a more accurate description.

Derivation: Being a portion of the same property conveyed to Cynthia Hanks by Deed from Cynthia Hanks, as Personal Representative of the Estate of Robert Lee Hanks, Jr., dated February 9, 2022, recorded on February 16, 2022 in Book 15933, Page 208, in the Office of the Register of Deeds for Anderson County, South Carolina.

TMS: P/O 126-00-01-002

**SOUTH CAROLINA** )
)
**ANDERSON COUNTY** )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of June 16, 2026, June 29, 2026, and September 15, 2026, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____
Clerk, Anderson County Council

Dated: September 15, 2026

# Ordinance #2026-039

**An Ordinance to amend Ordinance #99-004, the Anderson County Zoning Ordinance, as adopted July 20, 1999, by amending the Anderson County Official Zoning Map to rezone +/- 91.65 acres from I-2 (Industrial Park) to R-20 (Single-Family Residential District) on parcel of land, identified as 91.65 acres on Dixon Road in the Centerville Station A Precinct shown in Deed Book 15537 page 311. The parcel is further identified as TMS #95-00-03-006.**

**Whereas,** Anderson County, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), acting by and through its County Council (the "County Council") has previously adopted Anderson County Ordinance #99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

**Whereas,** the Ordinance contains provisions providing for the amendment of the Map; and,

**Whereas,** County Council desires to amend the map by adopting a zoning map amendment from I-2 to R-20 for +/- 91.65 acres of TMS #95-00-03-006 described above; and,

**Whereas,** the Anderson County Planning Commission has held a duly advertised Public Hearing on August 11, 2026, during which it reviewed the proposed rezoning from I-2 to R-20 +/- 91.65 acres of TMS #95-00-03-006 described above; and,

**Whereas,** the Anderson County Council will hold a duly advertised Public Hearing of said amendment upon third reading.

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**NOW, THEREFORE, be it ordained by Anderson County Council, in meeting duly assembled, that:**

1. The Anderson County Council hereby will determine if this proposed amendment is consistent with the Anderson County Comprehensive Plan and in accord with requirements of the South Carolina Code of Laws Title 6, Chapter 29, Article 5.

2. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Anderson County Council.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

ATTEST: Ordinance 2026-039

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee D. Watts
Clerk to Council

**APPROVED AS TO FORM:**

Leon Harmon
Anderson County Attorney

| | |
|---|---|
| 1st Reading: | August 18, 2026 |
| 2nd Reading: | September 1, 2026 |
| 3rd Reading: | September 15, 2026 |
| Public Hearing: | September 15, 2026 |

# Planning Commission
August 11, 2026

Agenda Item: 7B

## Project Information

☐ Subdivision ☐ Variance ☐ Land Use ☑ Rezoning

NAME OF APPLICANT/PROJECT: Craig Shiflet / Rezoning Request

PROPERTY LOCATION: 3508 Dixon Rd

COUNTY COUNCIL DISTRICT: 5

SCHOOL DISTRICT: 5

TOTAL ACREAGE: +/-91.65

NUMBER OF LOTS: N/A

CURRENT ZONING: I-2

REQUESTED ZONING: R-20

PURPOSE: Requesting to go back to R-20 from I-2.

**RECOMMENDATION/DECISION RENDERED**

☑ **APPROVAL** ☐ **DENIAL** ☐ **TIED** ☐ **TABLED** **VOTE** 7 **TO** 0

__Compatibility with Future Land Use Map

__Compatibility with Traffic Levels

__Compatibility with Density Levels

__The recommendation of staff

__Compatibility with Surrounding Properties

__Use and value of surrounding properties

__Concerns for public, health, safety, convenience, prosperity and general welfare.
Concerns for the balance of the interest of sub-dividers, homeowners and public.
Concerns for the effects of the proposed development on the local tax base.
Concerns for the ability of existing or planned infrastructure and transportation system to serve the proposed development.

__Other (please elaborate): See attachment

Planning Commission Chairman: _____ Date: 8-11-26

Anderson County Planning & Development
401 East River Street
Anderson, SC 29624 | Phone:(864) 260-4720

7.B. Rezoning Request: Applicant is requesting to go back to R-20 from I-2. Located at Dixon Road. / TMS 95-00-03-006 (Council District 5).

The Planning Commission recommends approval of this rezoning request based, in part, on the following findings:

- Applicant previously had the property rezoned from R-20 to I-2 in anticipation of a development project. That project failed to materialize and the owner seeks to restore the R-20 zoning classification.
- This residential zoning classification is consistent with surrounding parcels.
- Residential use is in the public interest as indicated by fact that property was designated R-20 when originally zoned.

# Anderson County Planning Commission Meeting-Rezoning-Dixon Road
## Staff Report
## August 11, 2026

| | |
|---|---|
| Applicant: | Craig Shiflet |
| Current owner: | Craig Shiflet |
| Property location: | 3508 Dixon Rd |
| Precinct: | Centerville Station A |
| Council District: | 5 |
| TMS(s): | 95-00-03-006 |
| Acreage: | +/-91.65 |
| Current Zoning: | I-2 (District) |
| | Located within Airport Height Safety Area |
| Requested Zoning: | R-20 (Residential Single-Family District) |

The residential district is established as areas in which the principal use of land is for single-family dwellings and for related recreational, religious, and educational facilities normally required to provide an orderly and attractive residential area. The regulations for these districts are intended to discourage any use which, because of its characteristics, would interfere with the development of or be detrimental to the quiet residential nature of the area included in the districts.

| | |
|---|---|
| Surrounding zoning: | North: I-2 (Industrial Park District)<br>South: R-20 (Single-Family Residential District)<br>East: PD (Planned Development)<br>West: R-20 (Single-Family Residential District) |

Evaluation:

On October 28, 2022, Ordinance # 2022-046 approved the rezoning of 91.78 acres from R-20 to I-2. A 5.83 acre strip along Dixon Road remained zoned as R-20. The rezoning did not allow for industrial or commercial traffic to access the newly zoned I-2 parcel from any public road. This request is to rezone the I-2 parcel back to the original R-20-single family zoning parcel due to access restrictions on property for limited industrial traffic on Dixon Road.

| | |
|---|---|
| Existing Land Use Map: | Residential |
| Future Land Use Map: | Low Residential |
| Public Outreach: | Staff hereby certifies that the required public notification actions have been completed, as follows: |

- July 27, 2026: Rezoning notification postcards sent to 294 property owners within 2,000' of the subject property.
- July 27, 2026: Rezoning notification signs posted on subject property;
- July 29, 2026: Planning Commission public hearing advertisement published in the *Independent-Mail*.

Staff Assessment: -

- At the Planning Commission Meeting, during which the rezoning is scheduled to be discussed, staff will present their findings at that time.

## Record No: RZ-26-3

Rezoning Application

Status: Active

Submitted On: 6/30/2026

### Primary Location

3508 Dixon Rd
Anderson, SC 29625

### Owner

Craig Shiflet
Sam Byrum Rd 120 Iva, SC 29655

### Applicant

Craig Shiflet
864-617-5910
shifletfarms87@gmail.com
120 Sam Byrum Rd
Iva, SC 29655

## Applicant/Owner Information

**Is applicant the same as the owner?***

Yes

## Project Information

**County Council District***

5

**School District***

5

**Total Acreage***

91.65

**Current Land Use**

Please check the previous location page (step 2) or see the list of Zoning Districts for more information.

**Current Zoning***

I-2: Industrial Park District

**Requested Zoning***

R-20: Single-Family Residential - Min. 20,000 sf

**Purpose of Rezoning***

Due to access restrictions onto property.

**Additional Information or Comments***

Due to access restrictions onto property for industrial traffic I would like to have the property rezoned back to its original state R-20

**Are there any Private Covenants or Deed Restrictions on the Property?***

No

**If you indicated no, your digital signature is required.***

Craig Shiflet
Apr 28, 2026

## Public Hearing Schedule

**Verification of Acknowledgement***

Craig Shiflet
Apr 28, 2026

## Planning Commission Meetings

**Verification of Acknowledgement***

Craig Shiflet
Apr 28, 2026

## For Office Use Only

**Planning Commission Public Hearing**

–

**Planning Commission Decision**

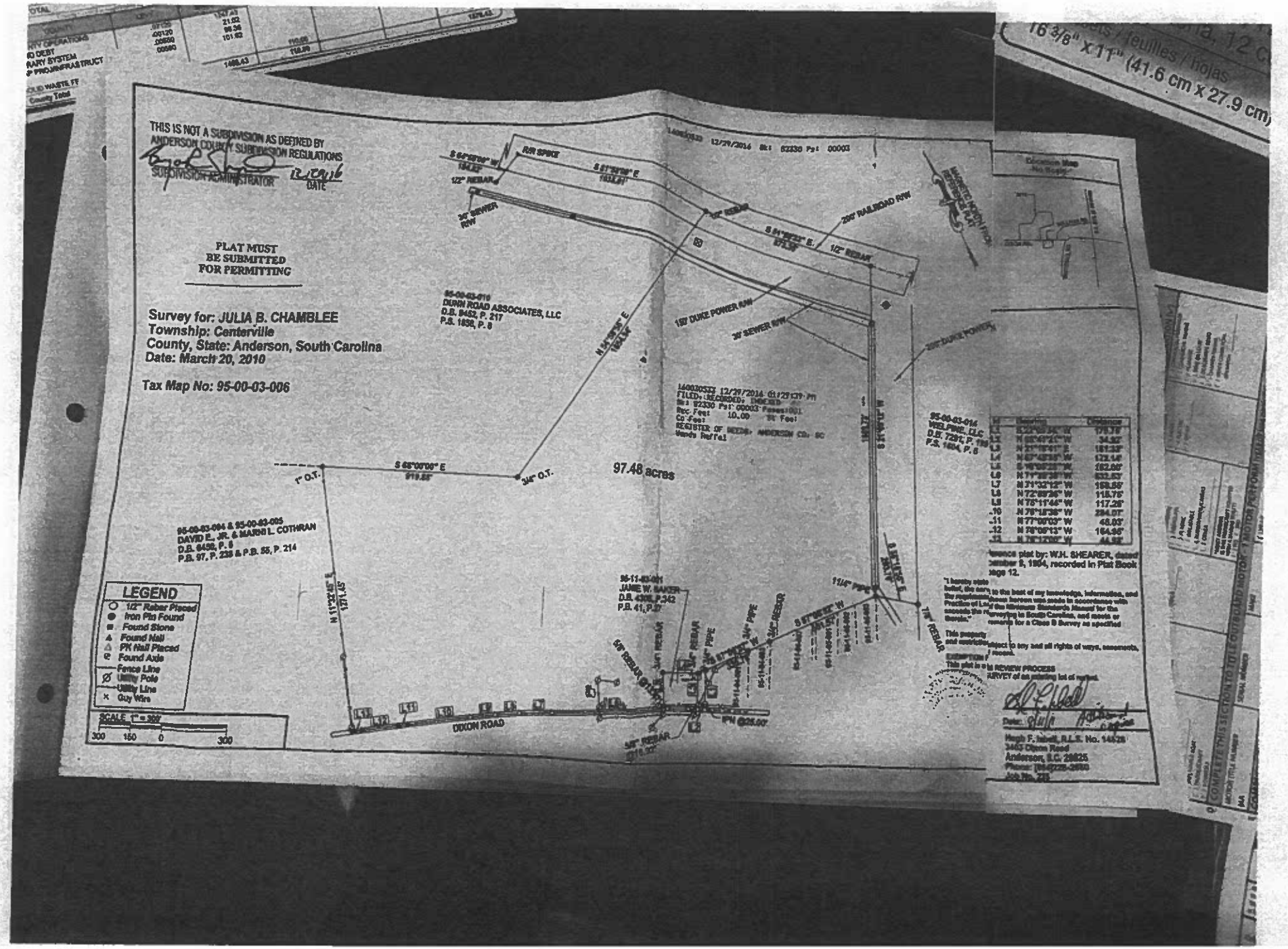
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**County Council Public Hearing - 1st Reading**

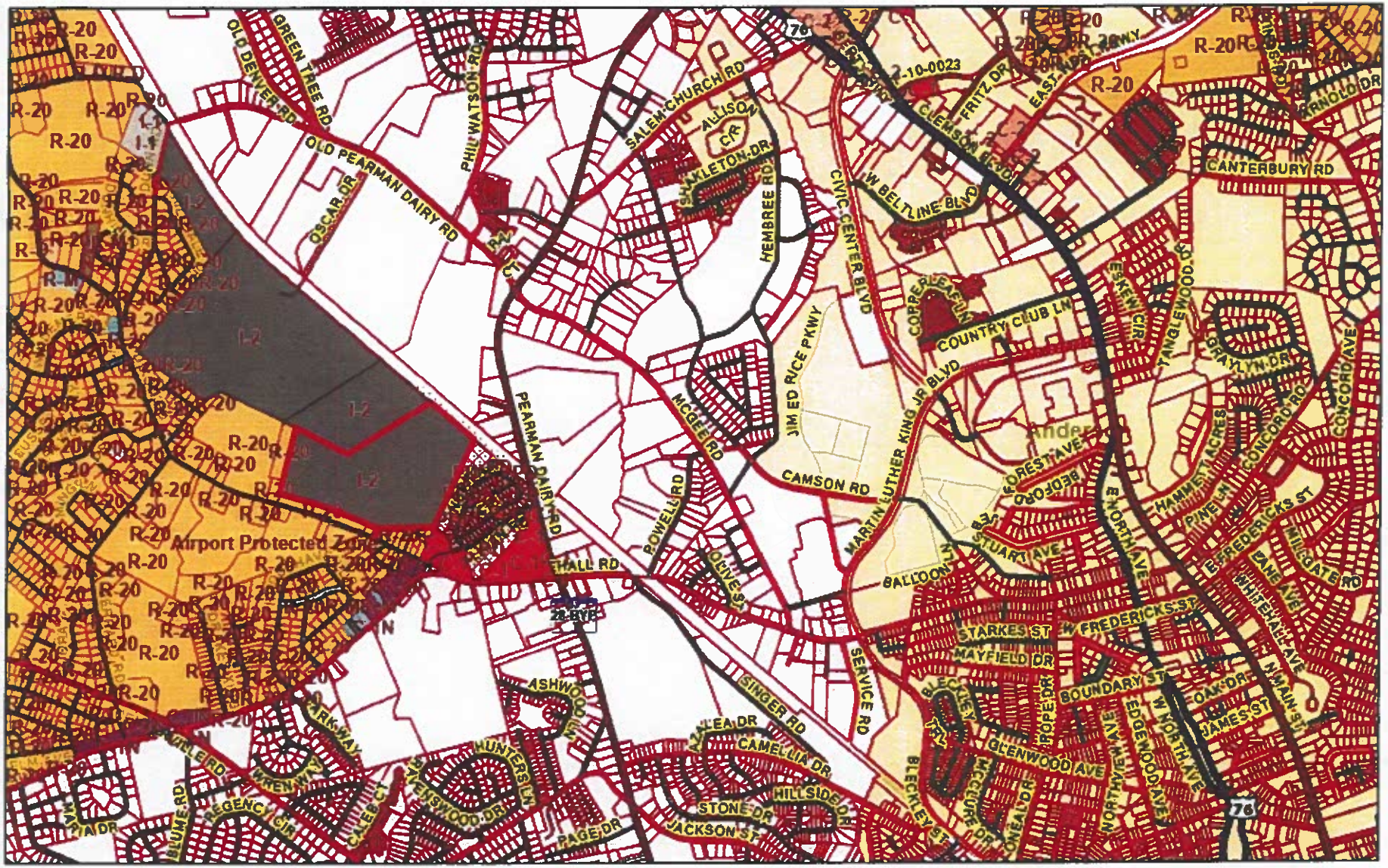
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**County Council 1st Reading Decision**

–


THIS IS NOT A SUBDIVISION AS DEFINED BY ANDERSON COUNTY SUBDIVISION REGULATIONS
SUBDIVISION ADMINISTRATOR
DATE
PLAT MUST BE SUBMITTED FOR PERMITTING
Survey for: JULIA B. CHAMBLEE
Township: Centerville
County, State: Anderson, South Carolina
Date: March 20, 2010
Tax Map No: 95-00-03-006
95-00-03-010
DUNN ROAD ASSOCIATES, LLC
D.B. 8452, P. 217
P.B. 1858, P. 8
95-00-03-004 & 95-00-03-005
DAVID E., JR. & MARNI L. COTHRAN
D.B. 8436, P. 6
P.B. 97, P. 228 & P.B. 55, P. 214
95-11-03-001
JAMIE W. BAKER
D.B. 4308, P.342
P.B. 41, P.27
95-00-03-014
WELPINE, LLC
D.B. 7235, P. 196
P.B. 1604, P. 8
97.48 acres
DIXON ROAD
150' DUKE POWER R/W
30' SEWER R/W
200' RAILROAD R/W
RR SPIKE
1/2" REBAR
1" O.T.
3/4" O.T.
1" PIPE
3/4" PIPE
LEGEND
1/2" Rebar Placed
Iron Pin Found
Found Stone
Found Nail
PK Nail Placed
Found Axle
Fence Line
Utility Pole
Utility Line
Guy Wire
SCALE: 1" = 300'
300 150 0 300
Reference plat by: W.H. SHEARER, dated December 8, 1904, recorded in Plat Book page 12.
Hugh F. Isbell, R.L.S. No. 14528
3403 Dixon Road
Anderson, S.C. 29625
16 3/8" x 11" (41.6 cm x 27.9 cm)

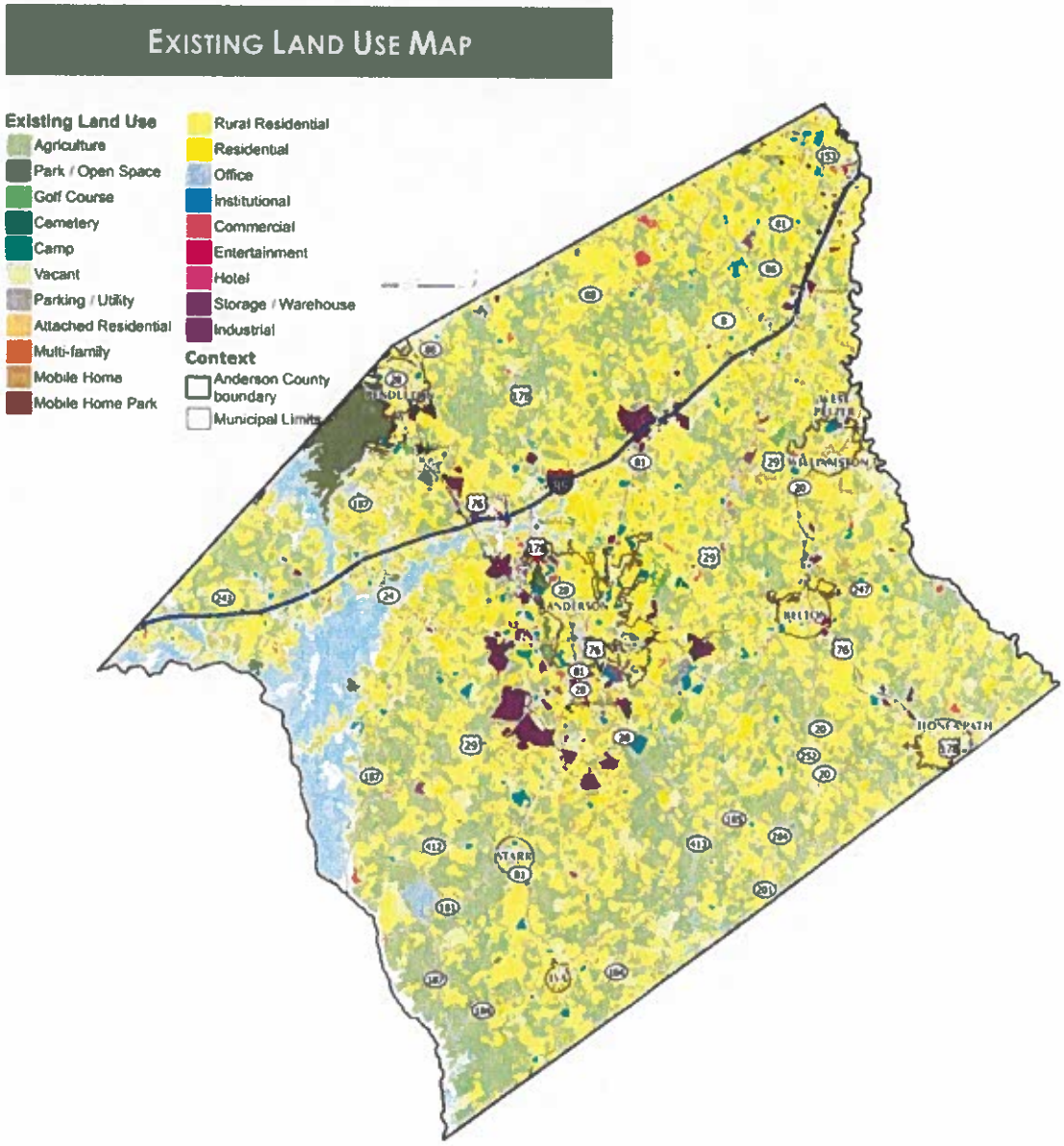
# Letter ANSI A Landscape




July 7, 2026

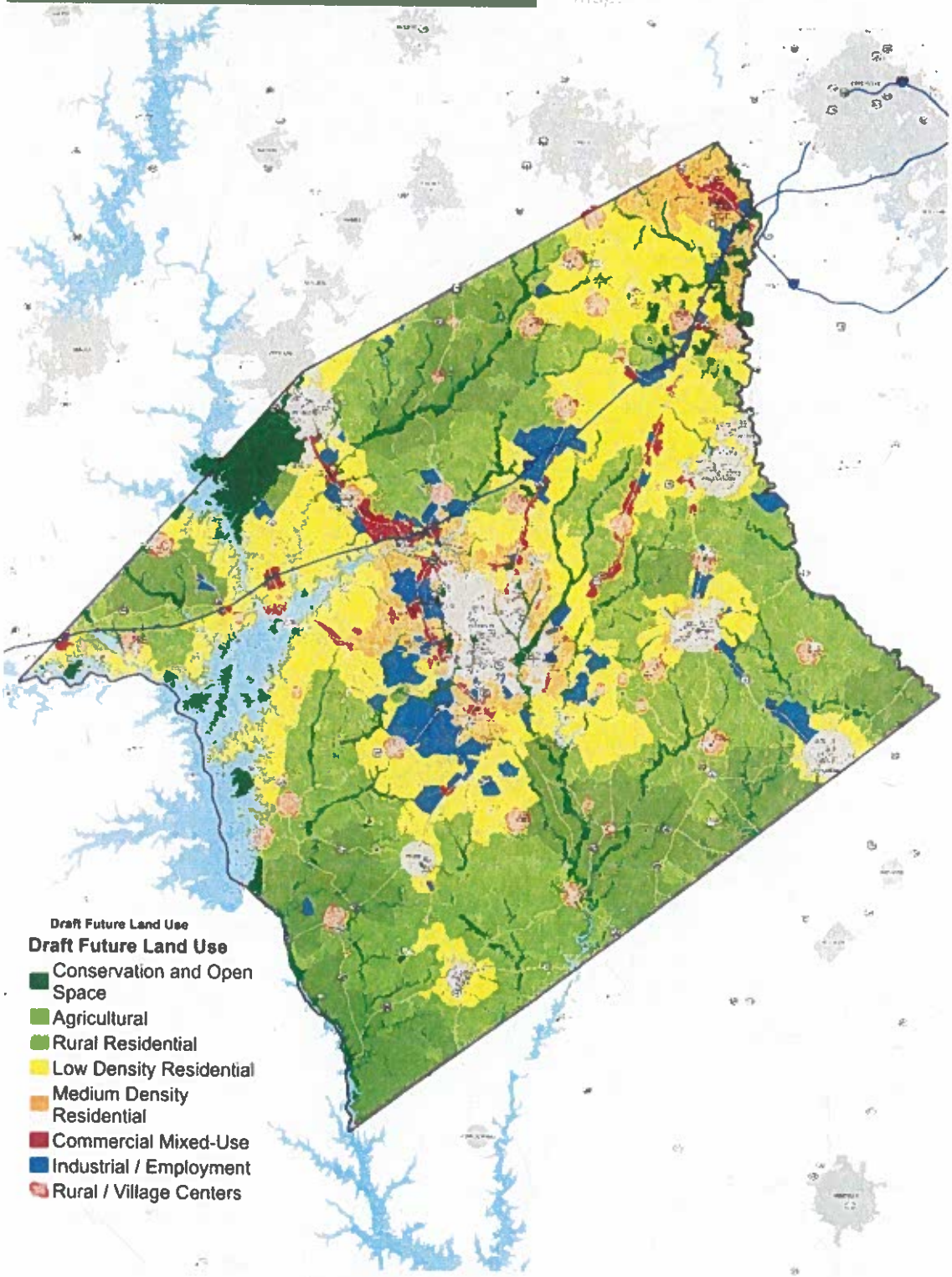
ESRI, Highland Mapping, and Anderson County GIS

## Existing Land Use Map



## Future Land Use Map

*See the Appendix for larger versions of this map.*



**ORDINANCE #2026-040**

**AN ORDINANCE AMENDING ORDINANCE No. 99-004, THE ANDERSON COUNTY ZONING ORDINANCE, AS ADOPTED JULY 20, 1999, BY AMENDING THE ANDERSON COUNTY OFFICIAL ZONING MAP TO ADOPT A ZONING MAP IN THE BROADVIEW VOTING PRECINCT, ANDERSON COUNTY, SOUTH CAROLINA; AND OTHER MATTERS PERTAINING THERETO.**

**WHEREAS**, Anderson County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina ( the "County"), acting by and through its County Council (the "County Council"), previously adopted Anderson County Ordinance No. 99-004, the Anderson County Zoning Ordinance (the "Ordinance"), which Ordinance contains the Anderson County Official Zoning Map (the "Map"); and,

**WHEREAS**, County Council desires to amend the Map by adopting a zoning map for the Broadview Voting Precinct, subsequent to the referendum in the Broadview Voting Precinct requesting County Council to impose zoning in that precinct; and,

**WHEREAS**, the Anderson County Planning Commission will hold a duly advertised Public Hearing on September 8, 2026 at which time it will review the Anderson County Future Land Use Plan, as well as, the proposed Official Zoning Map of the Broadview Voting Precinct and make recommendations to County Council regarding amendment to the Anderson County Official Zoning Map; and,

**WHEREAS**, County Council will hold a duly advertised Public Hearing on November 17, 2026 regarding said amendment of the Anderson County Comprehensive Plan and Official Zoning Map; and,

**WHEREAS**, The registered voters of the Broadview Voting Precinct, in a duly advertised will conduct a referendum on November 3, 2026, to express their desires with respect to zoning on and in the Broadview Voting Precinct;

**NOW, THEREFORE**, be it ordained by Anderson County Council, in meeting duly assembled, that:

1. The Anderson County Council hereby adopts the attached Official Zoning Map of the Broadview Voting Precinct as an amendment of the Anderson County Official Zoning Map as previously adopted July 20, 1999, by Anderson County Ordinance No. 99-004.

2. Should any portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which is hereby deemed separable.
3. All orders, resolutions, and enactments of Anderson County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. This ordinance shall take effect and be in force from and after third reading and enactment by Anderson County Council.

**ORDAINED in meeting duly assembled this 17th day of November 2026**

**ATTEST:**

Rusty Burns
Anderson County Administrator

Tommy Dunn, District 5, Chairman

Renee D. Watts
Clerk to Council

APPROVED AS TO FORM

Leon Harmon, County Attorney

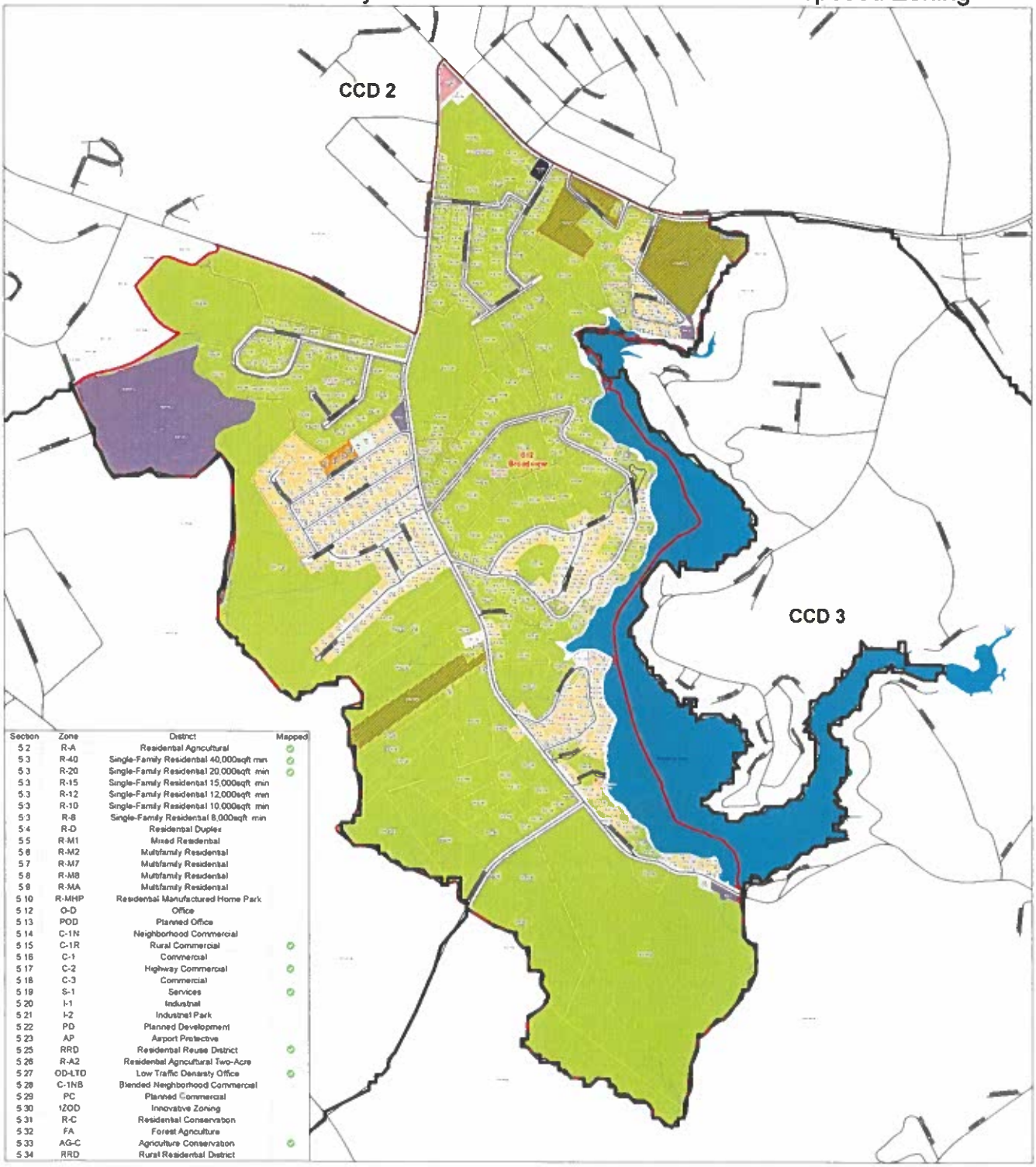
1st Reading: September 1, 2026

2nd Reading: September 15, 2026

3rd Reading: November 17, 2026

Public Hearing: November 17, 2026

# Anderson County District 2: 012 Broadview Precinct Proposed Zoning









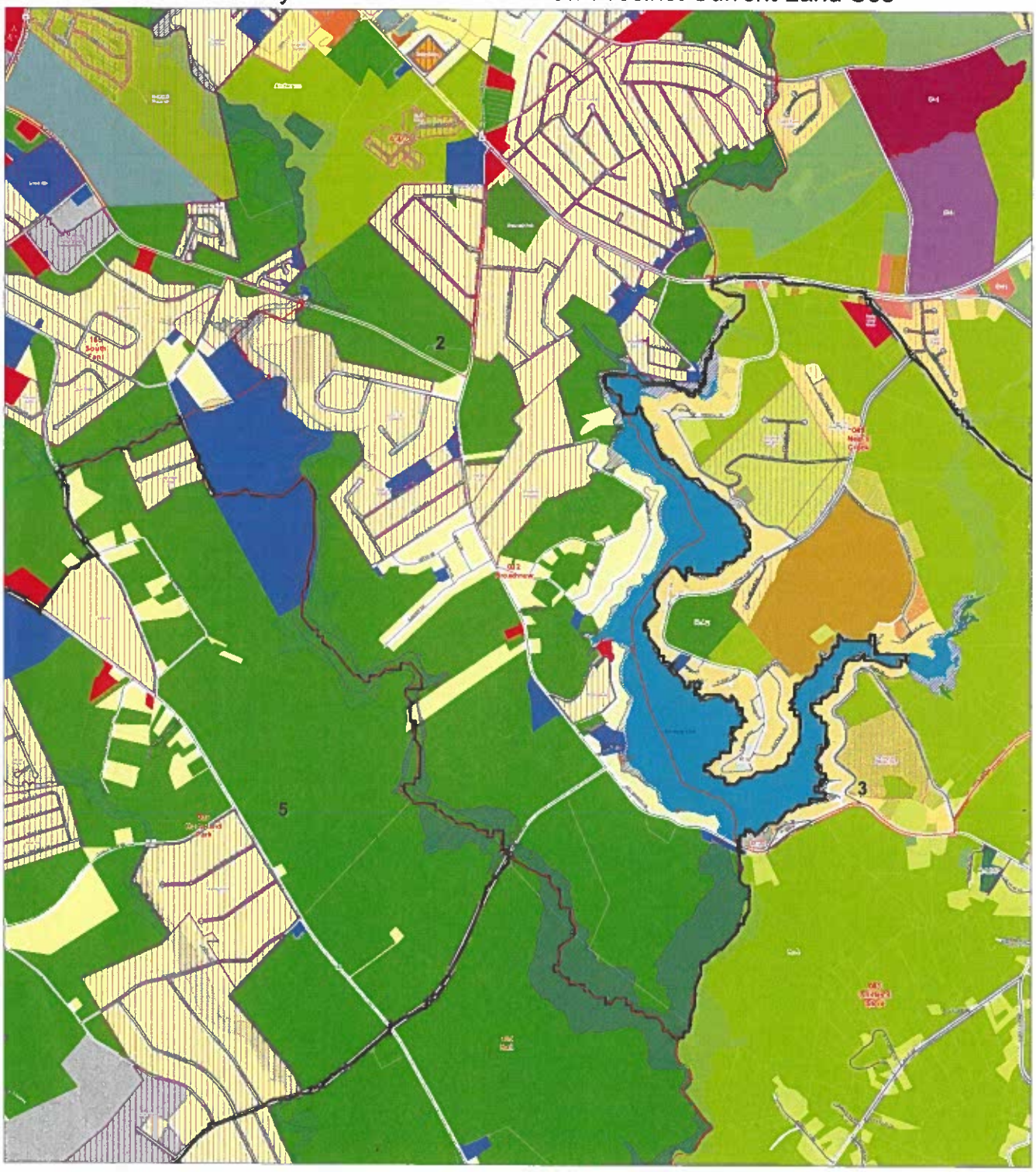





| Section | Zone | District | Mapped |
|---|---|---|---|
| 5 2 | R-A | Residential Agricultural | ✓ |
| 5 3 | R-40 | Single-Family Residential 40,000sqft min | ✓ |
| 5 3 | R-20 | Single-Family Residential 20,000sqft min | ✓ |
| 5 3 | R-15 | Single-Family Residential 15,000sqft min | |
| 5 3 | R-12 | Single-Family Residential 12,000sqft min | |
| 5 3 | R-10 | Single-Family Residential 10,000sqft min | |
| 5 3 | R-8 | Single-Family Residential 8,000sqft min | |
| 5 4 | R-D | Residential Duplex | |
| 5 5 | R-M1 | Mixed Residential | |
| 5 6 | R-M2 | Multifamily Residential | |
| 5 7 | R-M7 | Multifamily Residential | |
| 5 8 | R-M8 | Multifamily Residential | |
| 5 9 | R-MA | Multifamily Residential | |
| 5 10 | R-MHP | Residential Manufactured Home Park | |
| 5 12 | O-D | Office | |
| 5 13 | POD | Planned Office | |
| 5 14 | C-1N | Neighborhood Commercial | |
| 5 15 | C-1R | Rural Commercial | ✓ |
| 5 16 | C-1 | Commercial | |
| 5 17 | C-2 | Highway Commercial | ✓ |
| 5 18 | C-3 | Commercial | |
| 5 19 | S-1 | Services | ✓ |
| 5 20 | I-1 | Industrial | |
| 5 21 | I-2 | Industrial Park | |
| 5 22 | PD | Planned Development | |
| 5 23 | AP | Airport Protective | |
| 5 25 | RRD | Residential Reuse District | ✓ |
| 5 26 | R-A2 | Residential Agricultural Two-Acre | |
| 5 27 | OD-LTD | Low Traffic Density Office | ✓ |
| 5 28 | C-1NB | Blended Neighborhood Commercial | |
| 5 29 | PC | Planned Commercial | |
| 5 30 | IZOD | Innovative Zoning | |
| 5 31 | R-C | Residential Conservation | |
| 5 32 | FA | Forest Agriculture | |
| 5 33 | AG-C | Agriculture Conservation | ✓ |
| 5 34 | RRD | Rural Residential District | |



# Anderson County District 2: 012 Broadview Precinct Current Land Use











# Anderson County District 2: 012 Broadview Precinct Future Land Use
















**ORDINANCE NO. 2026-043**

**AN ORDINANCE TO AMEND ARTICLE V OF CHAPTER 18 OF THE CODE OF ORDINANCES OF ANDERSON COUNTY, SOUTH CAROLINA, SO AS TO REALIGN THE ANDERSON COUNTY HAZARDOUS MATERIALS TEAM; TO ESTABLISH A FULL-TIME HAZARDOUS MATERIALS PROGRAM MANAGER POSITION; TO PROVIDE FOR REPORTING STRUCTURE AND FUNDING; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Anderson County Council recognizes that industrial, commercial, and transportation growth within the county has increased the manufacture, storage, use, and transportation of hazardous substances; and

**WHEREAS**, the County maintains a Hazardous Materials Team to protect the health, safety, and welfare of its citizens; and

**WHEREAS,** County Council finds that ensuring operational readiness necessitates effective coordination with all responding agencies and adequate administrative, technical, and logistical support through the establishment of a full-time Hazardous Materials Program Manager employed by Anderson County and reporting to Anderson County Administration.

**NOW, THEREFORE, BE IT ORDAINED** by Anderson County Council, in meeting duly assembled:

1. That section 18-176 and sections 18-206 through 18-210 of the Code of Ordinances, Anderson County, South Carolina, are hereby amended to read as follows:

**Sec. 18-176. – Establishment; Purpose; Administration.**

(a) Anderson County recognizes that the manufacture, storage, use, and transportation of hazardous substances within the county present potential risks to public health, safety, property, and the environment.

(b) There is hereby continued and formally structured the Anderson County Hazardous Materials Team (hereinafter referred to as the "HazMat Team") for the purpose of responding to incidents involving the actual or threatened release of hazardous materials.

(c) The Hazardous Materials Team shall work and coordinate operations with all responding agencies, with support provided by a full-time Hazardous Materials Program Manager employed by Anderson County.

(d) The Hazardous Materials Program Manager shall report directly to Anderson County Administration.

(e) The Hazardous Materials Program Manager position shall be funded through the County General Fund, with salary and benefits established through the annual county budget process.

(f) The Hazardous Materials Program Manager shall serve in a support capacity to the Hazardous Materials Team. All duties and responsibilities of the Hazardous Materials Program Manager shall be defined in an official job description approved in accordance with Anderson County's established personnel policies and procedures.

(g) A standing LEPC subcommittee shall be established and composed of representatives from all relevant stakeholder groups to review team readiness in supporting the county's chemical emergency response plans, as well as its long-term objectives and needs. This subcommittee shall meet at least biannually and provide an annual report to the LEPC and Anderon County Administration.

**Sec. 18-206. – Purpose and Authority.**

(a) The purpose of this division is to provide stable and adequate funding for the continued operation, readiness, training, equipment, and administration of the County Hazardous Materials Team.

(b) This division is enacted pursuant to the County's home rule authority under the laws of the State of South Carolina.

**Sec. 18-207. – Applicability.**

(a) This division shall apply to:

1. Every owner or operator of a facility required to file Tier II reports pursuant to Sections 311 or 312 of the Emergency Planning and Community Right-to-Know Act (EPCRA).
2. Every person or entity transporting hazardous materials in or through Anderson County; and
3. All retail gasoline and/or diesel fuel stations storing a combined minimum of 1,500 gallons on-site; and
4. Any commercial or industrial facility storing, handling, manufacturing, or using hazardous materials in quantities requiring federal or state reporting.

(b) The obligations imposed herein are in addition to all other federal, state, or local requirements.

**Sec. 18-208. – Annual Hazardous Materials Fee.**

(a) An annual hazardous materials fee is hereby imposed on each facility location required to file an annual Tier II report pursuant to the Emergency Planning and Community Right-to-Know Act (EPCRA) and all retail gasoline and/or diesel fuel stations storing a combined minimum of 1,500 gallons on-site.

(b) Fees shall be assessed on a per-substance, per-location basis and shall be calculated according to the average daily quantity stored.

(c) Each substance shall be classified as either a Hazardous Substance or an Extremely Hazardous Substance (EHS) in accordance with Title 40 of the Code of Federal Regulations (CFR), and fees shall be assessed accordingly.

(d) The fee schedule shall be incorporated in the County's annual operating budget. The Local Emergency Planning Committee (LEPC), in coordination with the Anderson County Emergency Management Division, shall review the fee schedule annually and recommend any proposed changes prior to the start of the county's budget adoption for the year.

(e) All fees shall be due within sixty (60) days of invoice issuance unless otherwise specified.

(f) Any fee not paid within sixty (60) days shall be considered delinquent and may be subject to penalties, interest, and collection actions as permitted by law.

(h) The County shall pursue all lawful means necessary to collect unpaid fees, including reasonable attorney fees, court costs, and collection costs.

**Sec. 18-209. – Cost Recovery for Hazardous Materials Incidents.**

(a) Any person or entity responsible for the release, threatened release, discharge, spill, or improper handling of hazardous materials requiring response by the County Hazardous Materials Team shall be liable for all actual and reasonable response costs incurred by the County.

(b) The rates shall be incorporated in the County's annual operating budget. The Local Emergency Planning Committee (LEPC), in coordination with the Hazard Material Program Manager and HazMat Team, shall review the rates annually and recommend any proposed changes prior to the start of the county's budget adoption for the year.

(c) The County shall issue an itemized invoice of materials. Payment shall be due within sixty (60) days of receipt.

(d) Any invoice not paid within sixty (60) days shall be delinquent. A penalty of five percent (5%) of the original invoice amount shall be added for each month, or portion thereof that the invoice remains unpaid, not to exceed one hundred percent (100%) of the original invoice amount.

(e) The County may pursue civil action or any lawful remedy to recover unpaid costs, including attorney fees and court costs.

**Sec. 18-210. – Hazardous Materials Team Fund.**

(a) All income collected pursuant to this division shall be placed in a special revenue fund and expended only for funding the hazardous materials team.

(b) At the end of the fiscal year, all unexpended income will be applied to the next fiscal year.

(c) All purchases shall comply with county procurement policies and applicable law.

2. That the Code of Ordinances, Anderson County, South Carolina, is hereby amended by adding a section, to be numbered Sec. 18-211, which reads as follows:

**Sec. 18-211. – Enforcement.**

(a) Fees and costs imposed under this division constitute legal obligations owed to the County.

(b) The County may pursue civil remedies to enforce this division and recover all amounts due.

(c) Each day a violation continues may constitute a separate offense as permitted by law.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

**ORDAINED** in meeting duly assembled this _____ day of _____, 2026.

**ATTEST:** **FOR ANDERSON COUNTY:**

Rusty Burns Tommy Dunn, District #5, Chairman

Anderson County Administrator

_____
Renee Watts
Clerk to Council

**APPROVED AS TO FORM:**

_____
Leon C. Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

**ORDINANCE NO. 2026-048**

**AN ORDINANCE TO AMEND SECTION 24-1074(c) OF THE CODE OF ORDINANCES, ANDERSON COUNTY, SOUTH CAROLINA, TO INCREASE THE PERCENTAGE OF LOCAL RESIDENTS REQUIRED TO REQUEST A PRICE ESTIMATE; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS,** the Anderson County Council has the authority to create ordinances under South Carolina Code section 4-9-25; and

**WHEREAS,** Anderson County Council desires to amend the Anderson County Code of Ordinances; and

**WHEREAS,** Anderson County will provide an estimate of the costs necessary to update a private road to meet the standards for acceptance into the county road system if 25% of local residents request such an estimate via a petition; and

**WHEREAS,** Anderson County desires to increase the percentage of local residents required to request an estimate of the costs necessary to update a private road to meet the standards for acceptance into the county road system to 75% of local residents.

**NOW, THEREFORE,** be it ordained by the Anderson County Council in meeting duly assembled that:

1. That Section 24-1074(c) of the Code of Ordinances, Anderson County, South Carolina, is hereby amended to read as follows:

> (c) If requested by more than 75 percent of the local residents desiring such upgrades, the county will provide an estimate of the costs necessary to update the private road to meet the standards of and for the purpose of acceptance into the county road system.

2. All other terms, provisions, sections, and contents of the Code of Ordinances, Anderson County, South Carolina not specifically affected hereby remain in full force and effect.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. This Ordinance shall take effect from and after the public hearing and the third reading in accordance with the Code of Ordinances, Anderson County, South Carolina.

**ORDAINED** in meeting duly assembled this _____ day of _____, 2026.

**ATTEST:** **FOR ANDERSON COUNTY:**

Rusty Burns
Anderson County Administrator

Tommy Dunn, District #5, Chairman

Renee Watts
Clerk to Council

**APPROVED AS TO FORM:**

Leon C. Harmon
Anderson County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____

Public Hearing: _____

**Sec. 24-1074. - County roads.**

(a) Improvements to a county-maintained road, including placing gravel on a dirt road or paving a road, shall not be made unless county council has approved the improvement of the road.

(b) A new or existing private road may be designated a county road, be incorporated into the county road system, and included on the master list of all county roads only in the following four circumstances:

(1) Any residential, commercial or industrial road constructed by the county.

(2) Any private residential, commercial or industrial road constructed in conformance with the road standards and subdivision regulations codified in this chapter receiving approval by the county engineer, and a decision by county council to accept the road into the county road system. The application for county acceptance of any road shall be accompanied by a certificate of compliance with the road standards contained in this article, and signed and certified by the professional engineer of record. Any and all costs associated with obtaining the compliance certificate shall be the responsibility of the applicant or subdivider.

(3) Any private road having continuous unrestricted use by the general public, as evidenced by maps, aerial photographs, deeds of record, or affidavits, and deemed a public road by the circuit court.

(4) Through the creation of a special tax district, a legislatively created administrative division of the county whereby resident freeholders fund, through the collection of uniform fees included on the annual property tax bill, upgrades to existing private roads in order for such roads to meet the standards of and for the purpose of acceptance into the county road system.

(c) If requested by more than ~~25~~ 75 percent of the local residents desiring such upgrades, the county will provide an estimate of the costs necessary to update the private road in order to meet the standards of and for the purpose of acceptance into the county road system.

(d) The county will then prepare a petition containing a designation of the boundaries of the proposed special tax district, a description of the nature of the services to be rendered, and the maximum level of taxes or user service charges, or both, authorized to be levied and collected. Seventy-five percent or more of the resident freeholders who own at least 75 percent of the assessed valuation of real property in the proposed special tax district must sign the petition.

(e) S.C. Code 1976, § 5-3-240, as amended, defines freeholder as: any person 18 years of age, or older, and any firm or corporation, who or which owns legal title to a present possessory interest in real estate equal to a life estate or greater (expressly excluding leaseholds, easements, equitable interests, inchoate rights, dower rights, and future interests) and who owns, at the date

of the petition or of the referendum, at least an undivided one-tenth interest in a single tract and whose name appears on the county tax records as an owner of real estate.

(f) The county assessor shall then certify that the petition contains the requisite number of signatures necessary for the creation of the special tax district. Upon certification, the county will prepare and adopt an ordinance creating the special tax district.

(g) The cost of the services required for the special tax district shall be paid from the collection of a uniform user service charge, without interest, upon all parcels of real property within the district for a period not to exceed ten years. The user service charge will be included on the annual property tax bill and will be collected in the same manner as county property taxes. The first-year user service charge will also include all associated legal fees incurred in creating the special tax district. The user service charges are a charge against and run with the parcels of real property included in the special tax district, as set forth herein.

(h) No final plat of a subdivision shall be approved until the county engineer has received a sworn statement, signed by each owner of the property within the subdivision and duly notarized, stating that the road plan as shown on the plat is submitted with their consent and in accordance with their desires; and the dedication of roads shown on the plat is freely offered to the county. All encumbrances shall be released by instrument suitable for recording in the office of the register of deeds for the county prior to the roadways being accepted into the county system. Deeds or other instruments in suitable form as required by the county attorney shall be submitted for recording prior to the acceptance of any roads into the public domain.

(i) No expenditures of any public funds shall be made on any road or right-of-way which has not been accepted as set forth above.

(Code 2000, § 38-711; Ord. No. 03-007, § 1, 4-15-2003: Ord. No. 2015-020, 8-4-2015)

**ORDINANCE NO. 2026-049**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK; AND OTHER MATTERS RELATED THEREOF**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

**WHEREAS**, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

**WHEREAS**, in connection with certain incentives being offered by Greenville County, it is now desired that the boundaries of the Park be enlarged to include certain parcel(s) in Greenville County;

**NOW, THEREFORE**, be it ordained by Anderson County Council that Exhibit A to the Agreement is hereby and shall be amended and revised to include the property located in Greenville County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit A so revised, without further action by either county.

**ORDAINED** in meeting duly assembled this __ day of _____, 2026.

**ATTEST**

| | |
|---|---|
| _____ | _____ |
| Rusty Burns | Tommy Dunn |
| Administrator, Anderson County | Chairman, Anderson County Council |

**(SEAL)**

By: _____
Renee Watts
Clerk to Anderson County Council

FORM APPROVED BY:

_____

County Attorney

First Reading: _____
Second Reading: _____
Third Reading: _____
Public Hearing: _____

Addition to Exhibit A to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

**Span-America Medical Systems, Inc. (Project Up)**

ALL that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Commerce Drive, being shown on a plat prepared by John R. Long & Associates for Liberty Life Insurance Company dated March 4, 1983, and revised April 12, 1983 and April 22, 1983, and having, according to said plat, the following metes and bounds, to-wit:

To find the point of beginning, begin at an iron pin on the western side of Commerce Drive at the corner of Lot 4 and follow the western edge of Commerce Drive along a curve N. 21-09-28 W., the length of the chord of which is 207.57 feet to an iron pin, the point of beginning; thence with the western side of Commerce Drive S. 37-20-21 E. the length of the chord of which is 61.85 feet to an iron pin; thence continuing with the western side of Commerce Drive S. 41-02-00 E. 95.39 feet to an iron pin; thence S. 39-31-48 W. 766.19 feet to an iron pin at Smith Road; thence with Smith Road, N. 31-05-00 W. 383.04 feet to an iron pin; thence N. 59-32-00 E, 701.55 feet to an iron pin at Commerce Drive, the point of beginning, containing 4.721 acres, more or less.

AND

ALL that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Commerce Drive, being shown on a plat prepared by John R. Long and Associates for Liberty Life Insurance Company dated March 4, 1983, and revised April 12, 1983 and April 22, 1983, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin located on the western side of Commerce Drive at the joint front comer of Lot 4 and lot herein conveyed and running thence S. 44-45-04 W. 35.81 feet to an iron pin; thence N. 69-45-23 W. 484.29 feet to an iron pin; thence S. 21-53-39 W. 196.63 feet to an iron pin; thence S. 21-53-30 W. 35.27 feet to an iron pin; thence S. 4-21-06 E. with a curve, the length of the chord of which is 477.65 feet to an iron pin; thence N. 59-32-00 E. 701.55 feet to an iron pin at Commerce Drive; thence with Commerce Drive, N. 21-09-28 W. with a curve, the length of the chord of which is 207. 57 feet to an iron pin; the point of beginning, containing 6.295 acres, more or less.

AND ALSO:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Commerce Drive, being known and designated as Lot 4 on a plat of Commerce Center Subdivision, Phase I, recorded in the R.M.C. Office for Greenville County in Plat Book 7-C, at Page 98, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Commerce Drive at the joint corner of Lots 3 and 4 and running with Commerce Drive S. 04-09-29 W. along an arc of 215 feet, the length of the chord of which is 213.20 feet to an iron pin; thence S. 44-45-04 W. 35.81 feet to an iron pin; thence N. 69-45-23 W. 484.29 feet to an iron pin on the eastern side of Smith Road; thence with Smith Road N. 21-53-39 E. 250 feet to an iron pin on the eastern side of Smith Road; thence with the joint line of Lots 3 and 4 S. 68-06-31 E. 433.97 feet to the point of beginning

**Greenville County Tax Map No.: 0533020100918**

**STATE OF SOUTH CAROLINA** )
)
**COUNTY OF ANDERSON** )

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, _____, and _____, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public _____.

_____
Clerk, Anderson County Council

Dated: _____, 2026

**ORDINANCE NO. 2026-050**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND [PROJECT ST NICK] WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA** (the ***"County"***), acting by and through its County Council (the ***"County Council"***), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***), Title 4, Chapter 1 (the ***"Multi-County Park Act"***), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS,** pursuant to the FILOT Act, and in order to induce investment in the County, the County Council adopted on _____, 2026 an inducement resolution (the ***"Inducement Resolution"***) with respect to certain proposed investment by [Project St Nick], a _____ (the ***"Company"***) (which was known to the County at the time as ***"Project St Nick"***), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more new distribution/manufacturing facilities in the County (collectively, the ***"Project"***); and

**WHEREAS,** the Company has represented that the Project will involve an investment of approximately $26,500,000 in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement; and

**WHEREAS,** the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

**WHEREAS,** pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park such that the Project will receive the benefits of the Multi-County Park Act; and

**WHEREAS,** pursuant to the Inducement Resolution, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company (the ***"Fee Agreement"***), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain infrastructure credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

**WHEREAS,** the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

**WHEREAS,** it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" and "economic development property" as said terms are referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. Revenues generated for the multi-county industrial park established by the MCIP Agreement (as defined in the Fee Agreement) from the Project through FILOT payments to be retained by the County ("***Net Park Fees***") shall be distributed within the County in accordance with this section, as follows:

(1) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

(2) 35% of Net Park Fees, and any surplus money under County Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund One of the County;

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the County portion of the park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Capitalized terms not defined in this Section 2 shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council is hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the Chairman of County Council, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this _____ day of _____, 2026.

**ANDERSON COUNTY, SOUTH CAROLINA**

By:_____
Tommy Dunn, Chairman
Anderson County Council

ATTEST:

_____
Rusty Burns, Anderson County Administrator

_____
Renee D. Watts, Clerk to Anderson County Council

APPROVED AS TO FORM:

_____

Leon C. Harmon, Anderson County Attorney

First Reading: _____, 2026
Second Reading: _____, 2026
Third Reading: _____, 2026
Public Hearing: _____, 2026

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 2026, _____, 2026, and _____, 2026, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____
Renee D. Watts, Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 2026

**FEE IN LIEU OF TAX AND**
**SPECIAL SOURCE CREDIT AGREEMENT**

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**[PROJECT ST NICK]**

Dated as of _____, 2026

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**FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

| | | | |
|---|---|---|---|
| **Company Name:** | ***To be provided*** | **Project Name:** | **Project St Nick** |
| **Projected Investment:** | **$26,500,000** | **Projected Jobs:** | **N/A** |
| **Location (street):** | ***To be provided*** | **Tax Map No.:** | ***To be provided*** |
| | | | |
| **1. FILOT** | | | |
| Required Investment: | $26,500,000 | Required Jobs: | N/A |
| Investment Period: | 5 years | Ordinance No./Date: | |
| Assessment Ratio: | 6% | Term (years): | 30 years |
| Fixed Millage: | 317.07 mills | Net Present Value (if yes, discount rate): | |
| Clawback information: | If the Contract Minimum Investment is not made by the end of the Investment Period, the Fee Agreement will be terminated retroactively. | | |
| **2. MCIP** | | | |
| Included in an MCIP: | Anderson/Greenville Park (2010) | | |
| If yes, Name & Date: | | | |
| | | | |
| **3. SSC** | | | |
| Total Amount: | | | |
| No. of Years | 15 years | | |
| Yearly Increments: | 80% years 1-5; 35% years 6-15 | | |
| Clawback information: | If the Contract Minimum Investment is not made by the end of the Investment Period, the SSCs received by the Company will be repaid. | | |
| **4. Other information** | | | |

# FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the **"*Fee Agreement*"**) is made and entered into as of _____, 2026 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the **"*County*"**), a body politic and corporate and a political subdivision of the State of South Carolina (the **"*State*"**), acting by and through the Anderson County Council (the **"*County Council*"**) as the governing body of the County, and [PROJECT ST NICK], a _____ organized and existing under the laws of the State of _____ (the **"*Company*"**).

## RECITALS

1. Title 12, Chapter 44 (the **"*FILOT Act*"**), Code of Laws of South Carolina, 1976, as amended (the **"*Code*"**), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit (***"Special Source Credit"***) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, **"*Infrastructure*"**).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute one or more distribution/manufacturing facilities in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

## ARTICLE I
## DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

***"Administration Expenses"*** shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

***"Affiliate"*** shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

***"Code"*** shall mean the Code of Laws of South Carolina 1976, as amended.

***"Commencement Date"*** shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

***"Company"*** shall mean [PROJECT ST NICK], a _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

***"Condemnation Event"*** shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

***"Contract Minimum Investment Requirement"*** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $26,500,000.00 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

***"County"*** shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

***"County Administrator"*** shall mean the Anderson County Administrator, or the person holding any successor office of the County.

***"County Assessor"*** shall mean the Anderson County Assessor, or the person holding any successor office of the County.

***"County Auditor"*** shall mean the Anderson County Auditor, or the person holding any successor office of the County.

***"County Council"*** shall mean Anderson County Council, the governing body of the County.

***"County Treasurer"*** shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

***"Defaulting Entity"*** shall have the meaning set forth for such term in Section 6.02(a) hereof.

***"Deficiency Amount"*** shall have the meaning set forth for such term in Section 4.03(a) hereof.

***"Department"*** shall mean the South Carolina Department of Revenue.

***"Diminution in Value"*** in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company's or any Sponsor Affiliate's removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

***"Economic Development Property"*** shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

***"Equipment"*** shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

***"Event of Default"*** shall mean any event of default specified in Section 6.01 hereof.

***"Exemption Period"*** shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year's investment made during the Investment Period.

***"Fee Agreement"*** shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

***"FILOT"*** or ***"FILOT Payments"*** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

***"FILOT Act"*** shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***"FILOT Act Minimum Investment Requirement"*** shall mean, with respect to the Project, an investment of at least $2,500,000 by the Company, or of at least $5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

***"Improvements"*** shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

***"Infrastructure"*** shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

***"Investment Period"*** shall mean, and shall be equal to, the Standard Investment Period.

***"Land"*** means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

***"MCIP"*** shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

***"MCIP Act"*** shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***"MCIP Agreement"*** shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Credits to the Company hereunder.

***"Phase"*** or ***"Phases"*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word "Phase" shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

***"Project"*** shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

***"Removed Components"*** shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

***"Replacement Property"*** shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

***"Special Source Credits"*** shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

***"Sponsor Affiliate"*** shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

***"Standard Investment Period"*** shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

***"State"*** shall mean the State of South Carolina.

***"Termination Date"*** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

***"Transfer Provisions"*** shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term "investment" or "invest" as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

## ARTICLE II
## REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a "project" within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 317.07 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2026, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of _____, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of one or more distribution/manufacturing facilities, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

## ARTICLE III
## COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2027. In the event the Contract Minimum Investment Requirement has been met within the Standard Investment Period, the Investment Period shall be extended to include the Extended Investment Period.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Commencement; Diligent Completion

The Company agrees to commence construction of the Project no later than the end of the 30th month after the date of the County ordinance authorizing this Fee Agreement. If construction of the Project has not commenced by the 30th month after the approval of the County ordinance authorizing this Fee Agreement, the parties agree that this Agreement shall terminate. The Company further agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

## ARTICLE IV
## FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

**Step 3:** Use a millage rate of 317.07 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed

to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's FILOT Payments for a period of fifteen (15) consecutive years in an amount equal to eighty percent (80%) for years 1 through 5 and thirty-five percent (35%) for years 6 through 15 of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Notwithstanding the calculation of Special Source Credits in Section 4.02(a), should the Company fail to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, the Special Source Credits shall be reduced to 20% on a prospective basis only for the remainder of the Special Source Credit period. If after such a reduction in the Special Source Credits, the Contract Minimum Investment Requirement is met within three (3) years after the end of the Standard Investment Period, the Special Source Credits shall return to the amounts set forth in Section 4.02(a), provided no lost incentives may be recovered.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(g) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

(h) Revenues generated for the multi-county industrial park established by the MCIP Agreement from the Project through FILOT payments to be retained by the County ("***Net Park Fees***") shall be distributed within the County in accordance with this section, as follows:

(1) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

(2) 35% of Net Park Fees, and any surplus money under County Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund One of the County;

(3) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(4) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(5) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the County portion of the park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Capitalized terms not defined in this Section 4.02(h) shall have the meaning assigned to such terms pursuant to County Ordinance 2018-042.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Standard Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Standard Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a "***Deficiency Amount***") for the period through and including the end of the Standard Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth ($120^{th}$) day following the last day of the Standard Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual

certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and

continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]

## ARTICLE V
## PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty-four (24) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with

respect to the Special Source Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which

shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servant or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion and as evidenced by resolution passed by the County Council; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be,

the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. The Administration Expenses associated with the finalization and approval of this Fee Agreement and related documents will be $5,000.

Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to

the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

## ARTICLE VI
## DEFAULT

Section 6.01 Events of Default

The following shall be "Events of Default" under this Fee Agreement, and the term "Event of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the "*Defaulting Entity*") shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company's (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that

general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

## ARTICLE VII
## MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

_____
_____
_____
_____

With a copy to:

Maynard Nexsen PC
Attn: Toby Whitmire
104 South Main Street, Suite 900
Greenville, South Carolina 29601

If to the County:

Anderson County
Attn: County Administrator
P.O. Box 8002
Anderson, South Carolina 29622-8002

With a copy to:

Anderson County Attorney
P.O. Box 8002
Anderson, South Carolina 29622-8002

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however,* that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto

(including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 7.13 Facsimile/Scanned Signatures

The parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[End of Article VII]

**IN WITNESS WHEREOF,** the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Chairman of County Council and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

By:_____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

_____
Renee D. Watts, Clerk to County Council,
Anderson County, South Carolina

*[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]*

**[PROJECT ST NICK]**

_____

Name:_____

Its:_____

*[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]*

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[*To be added*]**

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I _____, the _____ of _____ (the ***"Company"***), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2026 between Anderson County, South Carolina and the Company (the ***"Agreement"***), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was $_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is $_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this _____ day of _____, 20__.

_____

Name:_____

Its:_____

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I _____, the _____ of _____ (the ***"Company"***), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2026 between Anderson County, South Carolina and the Company (the ***"Agreement"***), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Credits previously received by the Company and any Sponsor Affiliates is $_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than $_____.

(3) Of the total amount set forth in (2) above, $_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

| Personal Property Description | Investment Amount |
|---|---|

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this _____ day of _____, 20__.

_____
Name:_____
Its:_____

**ORDINANCE NO. 2026-051**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK; AND OTHER MATTERS RELATED THERETO (PROJECT ST NICK).**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted October 19, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

**WHEREAS**, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

**WHEREAS**, in connection with certain incentives being offered by Anderson County, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

**NOW, THEREFORE**, be it ordained by Anderson County Council that Exhibit B to the Agreement is hereby and shall be amended and revised to include property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Section 3(B) of the Agreement, upon adoption by Greenville County of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit B as so revised, without further action by either county.

**DONE** in meeting duly assembled this _____ day of _____, 2026.

**ANDERSON COUNTY, SOUTH CAROLINA**

By:_____
Chairman, Anderson County Council

Attest:

By:_____
Clerk to Anderson County Council

FORM APPROVED BY:

_____
County Attorney

First Reading: _____, 2026
Second Reading: _____, 2026
Third Reading: _____, 2026
Public Hearing: _____, 2026

Addition to Exhibit B to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

**Project St Nick**

*To be added*

**STATE OF SOUTH CAROLINA )**
**)**
**COUNTY OF ANDERSON )**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify (i) that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, 2026, _____, 2026, and _____, 2026, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council; and (ii) the public hearing for the attached ordinance was conducted by County Council at the County Council meeting of _____, 2026.

_____
Clerk, Anderson County Council

Dated: _____, 2026

**ORDINANCE NO. 2026-052**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND A COMPANY OR COMPANIES KNOWN TO THE COUNTY AT THIS TIME AS PROJECT BIG BROTHER WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL BE SUBJECT TO CERTAIN PAYMENTS IN LIEU OF TAXES, INCLUDING THE PROVISION OF CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS, ANDERSON COUNTY, SOUTH CAROLINA** (the ***"County"***), acting by and through its County Council (the ***"County Council"***), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***), Title 4, Chapter 1 (the ***"Multi-County Park Act"***), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of the County; through all such powers the industrial development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS,** pursuant to the FILOT Act, and in order to induce investment in the County, the County did previously enter into an Inducement Agreement dated _____, 2026 (the ***"Inducement Agreement"***) with [Project Big Brother] (the ***"Company"***) (which was known to the County at the time as ***"Project Big Brother"***), with respect to the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new industrial (manufacturing, distribution, or commercial) facility in the County (collectively, the ***"Project"***); and

**WHEREAS,** the Company has represented that the Project will involve an investment of approximately $34,400,000, but not less than $29,000,000, in the County within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement); and

**WHEREAS,** the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act; and

**WHEREAS,** pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (the "***Multi County Park***") such that the Project will receive the benefits of the Multi-County Park Act; and

**WHEREAS,** pursuant to the Inducement Agreement, the County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Company (the ***"Fee Agreement"***), whereby the County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain special source credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act; and

**WHEREAS,** the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which the County proposes to execute and deliver; and

**WHEREAS,** it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined and declared by the County Council, as follows:

(a) The Project will constitute a "project" and "economic development property" as said terms are referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(c) The Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of the County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or the County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Anderson County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the County Administrator, upon advice of counsel, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. Revenues generated for the Multi County Park established by the Multi-County Park Act from the Project through FILOT payments to be retained by the County ("***Net Park Fees***") shall be distributed within the County in accordance with this section, as follows:

(i) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

(ii) 35% of Net Park Fees, and any surplus money under County Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund One of the County;

(iii) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(iv) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(v) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the County portion of the park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Capitalized terms not defined in this Section 3 shall have the meaning assigned to such terms pursuant to County Ordinance 2019-042.

Section 4. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County thereunder.

Section 5. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This ordinance shall take effect and be in full force from and after its passage by the County Council.

**ENACTED** in meeting duly assembled this __ day of _____, 2026.

**ANDERSON COUNTY, SOUTH CAROLINA**

_____
Chairman of County Council

Attest:

_____
County Administrator

_____
Clerk to County Council

First Reading: _____, 20__
Second Reading: _____, 20__
Third Reading: _____, 20__
Public Hearing: _____, 20__

Approved as to Form:

_____
Leon C. Harmon
County Attorney

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by the County Council at its meetings of _____, 20__, _____, 20__, and _____, 20__, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____
Clerk to County Council,
Anderson County, South Carolina

Dated: _____, 20__

**FEE IN LIEU OF TAX AND**
**SPECIAL SOURCE CREDIT AGREEMENT**

Between

**ANDERSON COUNTY, SOUTH CAROLINA**

and

**[PROJECT BIG BROTHER]**

Dated as of _____, 2026

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**FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Credit Agreement (the "Fee Agreement". This summary is inserted for convenience only and does not constitute a part of this Fee Agreement or a summary compliant with Section 12-44-55 of the Code. Capitalized terms not defined in this summary have the meanings given such terms in the Fee Agreement.

| | | | |
|---|---|---|---|
| **Company Name:** | [Project Big Brother] | **Project Name:** | Project Big Brother |
| **Projected Investment:** | $34,400,000 | **Projected Jobs:** | N/A |
| **Location (street):** | [To come] | **Tax Map No.:** | [To come] |
| | | | |
| **1. FILOT** | | | |
| Required Investment: | $29,000,000 | | |
| Investment Period: | Five (5) years | Ordinance No./Date: | |
| Assessment Ratio: | 6% | Term (years): | 30 years |
| Fixed Millage: | 359.01 | Net Present Value (if yes, discount rate): | n/a |
| Clawback information: | Full prospective and retroactive clawback of the FILOT benefit if Company and all Sponsor Affiliates fail to invest at least the Contract Minimum Investment Requirement ($29,000,000) in the Project during the Investment Period. | | |
| **2. MCIP** | | | |
| Included in an MCIP: | Yes | | |
| If yes, Name & Date: | Anderson/Greenville 2010 Park | | |
| | | | |
| **3. SSRC** | | | |
| Total Amount: | For each Phase of investment, 80% for the First Credit Period and 35% for the Second Credit Period. | | |
| No. of Years | 15 years total | | |
| Yearly Increments: | See above | | |
| Clawback information: | Full prospective and retroactive clawback of the SSRC benefit if the Company and all Sponsor Affiliates fail to invest at least the Contract Minimum Investment Requirement ($29,000,000) in the Project prior to the end of the Investment Period. | | |

# FEE IN LIEU OF TAX AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT** (the **"*Fee Agreement*"**) is made and entered into as of _____, 2026 by and between **ANDERSON COUNTY, SOUTH CAROLINA** (the **"*County*"**), a body politic and corporate and a political subdivision of the State of South Carolina (the **"*State*"**), acting by and through the Anderson County Council (the **"*County Council*"**) as the governing body of the County, and [**PROJECT BIG BROTHER**, a _____ organized and existing under the laws of the State of _____] (the **"*Company*"**).

## RECITALS

1. Title 12, Chapter 44 (the **"*FILOT Act*"**), Code of Laws of South Carolina, 1976, as amended (the **"*Code*"**), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-170 and 12-44-70 of the Code authorize the County to provide special source revenue credit (***"Special Source Revenue Credit"***) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, **"*Infrastructure*"**).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute a new industrial (manufacturing, distribution, or commercial) facility in the County.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(H)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on _____, 2026, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the

provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

## ARTICLE I

## DEFINITIONS

Section 1.01 Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

***"Administration Expenses"*** shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

***"Affiliate"*** shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

***"Code"*** shall mean the Code of Laws of South Carolina 1976, as amended.

***"Commencement Date"*** shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

***"Company"*** shall mean _____, a _____ _____, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

***"Condemnation Event"*** shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

***"Contract Minimum Investment Requirement"*** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates of at least $29,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

***"County"*** shall mean Anderson County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

***"County Administrator"*** shall mean the Anderson County Administrator, or the person holding any successor office of the County.

***"County Assessor"*** shall mean the Anderson County Assessor, or the person holding any successor office of the County.

***"County Auditor"*** shall mean the Anderson County Auditor, or the person holding any successor office of the County.

***"County Council"*** shall mean Anderson County Council, the governing body of the County.

***"County Treasurer"*** shall mean the Anderson County Treasurer, or the person holding any successor office of the County.

***"Defaulting Entity"*** shall have the meaning set forth for such term in Section 6.02(a) hereof.

***"Deficiency Amount"*** shall have the meaning set forth for such term in Section 4.03(a) hereof.

***"Department"*** shall mean the South Carolina Department of Revenue.

***"Diminution in Value"*** in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT Payments which may be caused by the Company's or any Sponsor Affiliate's removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

***"Economic Development Property"*** shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300S, PT-300T, or comparable applicable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

***"Equipment"*** shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

***"Event of Default"*** shall mean any event of default specified in Section 6.01 hereof.

***"Exemption Period"*** shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year's investment made during the Investment Period.

***"Fee Agreement"*** shall mean this Fee in Lieu of Tax and Special Source Credit Agreement.

***"FILOT"*** or ***"FILOT Payments"*** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

***"FILOT Act"*** shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***"FILOT Act Minimum Investment Requirement"*** shall mean, with respect to the Project, an investment of at least $2,500,000 by the Company, or of at least $5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

***"First Credit Period"*** shall have the meaning set forth for such term in Section 4.02(a) below.

***"Improvements"*** shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

***"Infrastructure"*** shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

***"Investment Period"*** shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

***"Land"*** means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

***"MCIP"*** shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

***"MCIP Act"*** shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

***"MCIP Agreement"*** shall mean the Agreement for the Development of a Joint County Industrial and Business Park (2010 Park( dated as of December 1, 2010, as amended, between the County and Greenville County, South Carolina, as the same may be further amended or supplemented from time to time, or such other agreement as the County may enter with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

***"MCIP Net Park Fees"*** shall mean the revenues generated for the MCIP from the Project through the FILOT Payments to be retained by the County under the MCIP Agreement.

***"Net Park Fees"*** shall have the meaning given such term in Section 4.07 of this Fee Agreement.

***"Ordinance"*** shall have the meaning given such term in the recitals of this Fee Agreement.

***"Phase"*** or ***"Phases"*** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word "Phase" shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

***"Project"*** shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

***"Removed Components"*** shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

***"Replacement Property"*** shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

***"Second Credit Period"*** shall have the meaning set forth for such term in Section 4.02(a) below.

***"Special Source Credits"*** shall mean the annual special source credits provided to the Company pursuant to Section 4.02 hereof.

***"Sponsor Affiliate"*** shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

***"State"*** shall mean the State of South Carolina.

***"Termination Date"*** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT Payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

***"Transfer Provisions"*** shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.02 Project-Related Investments

The term "investment" or "invest" as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT Payments by the Company.

[End of Article I]

## ARTICLE II

## REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a "project" within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 359.01 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2026, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Credit is to be provided under this Fee Agreement.

Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of _____, is duly authorized to transact business in the State, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a "project" within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to lease the Project to an operating tenant for manufacturing, distribution, or commercial use, and for such other purposes that the FILOT Act permits as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

## ARTICLE III

## COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.01 The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20__.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT Payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300S form, PT-300T form, or other applicable and comparable form to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the FILOT Act Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing District in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

Section 3.02 Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.03 Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii) confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made

by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

## ARTICLE IV

## FILOT PAYMENTS

Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT Payments.

**Step 3:** Use a millage rate of 359.01 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

Section 4.02 Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company and any Sponsor Affiliates for qualifying capital expenditures incurred for costs of the Infrastructure during the Investment Period, the Company and all Sponsor Affiliates shall be entitled to receive, and the County agrees to provide, annual Special Source Credits against the Company's and all Sponsor Affiliates' first five (5) consecutive FILOT Payments (the "***First Credit Period***") for each Phase of investment in the Project in an amount equal to eighty percent (80%), and the Company's and all Sponsor Affiliates' next ten (10) consecutive FILOT Payments thereafter (the "***Second Credit Period***") for each Phase of investment in the Project in an amount equal to thirty five percent (35%), of that portion of FILOT Payments payable by the Company and any Sponsor Affiliates with respect to the project, calculated and applied after payment of the amount due to the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(d) Should the Contract Minimum Investment Requirement not be met by the end of the Investment Period, any Special Source Credits otherwise payable under this Fee Agreement shall no longer be payable by the County, and the Company shall be retroactively liable to the County for the amount of the Special Source Credits previously received by the Company, plus interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth ($120^{th}$) day following the last day of the Investment Period.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to the Company for such property tax year.

(g) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT Payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Credits received) (such excess, a "***Deficiency Amount***") for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth ($120^{th}$) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit B, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the FILOT Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate

shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

Section 4.07 MCIP Revenues

Revenues generated for the MCIP established by the MCIP Agreement from the Project through FILOT Payments to be retained by the County ("***Net Park Fees***") shall be distributed within the County in accordance with this section, as follows:

(i) 15% of Net Park Fees shall be deposited to the Revenue Fund created by County Ordinance 2018-042 (also known as the Infrastructure Projects Fund as identified in Ordinance 2004-041) and used as required or permitted thereby;

(ii) 35% of Net Park Fees, and any surplus money under County Ordinance 2018-042, shall be deposited to the Capital Renewal and Replacement Fund One of the County;

(iii) 10% of Net Park Fees, and any surplus money under County Ordinance 2018-042 shall be deposited to the Capital Renewal and Replacement Fund Two of the County;

(iv) 15% of Net Park Fees shall be deposited to the Roads and Bridges Infrastructure Fund of the County; and

(v) All remaining Net Park Fees shall be disbursed to each of the taxing entities in the County which levy an ad valorem property tax in any of the areas comprising the County portion of the park in the same percentage as is equal to that taxing entity's percentage of the millage rate (and proportion of operating and debt service millage) being levied in the current tax year for property tax purposes.

Capitalized terms not defined in this Section 4.07 shall have the meaning assigned to such terms pursuant to County Ordinance 2019-042.

[End of Article IV]

## ARTICLE V

## PARTICULAR COVENANTS AND AGREEMENTS

Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means, following the initial occupancy and commencement of use of the facility by an end user or tenant in the operation of its business, the closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twenty four (24) months. The County acknowledges that it is the Company's intent to lease the facility to be constructed in connection with the Project to a tenant that has not been identified as of the date of this Fee Agreement, and agrees that the lack of operations at the facility while it is initially being marketed for lease, even if such initial marketing period shall exceed twenty four (24) months, shall not be deemed a "cessation of operations" hereunder. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with

any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT Payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the term of this Fee Agreement, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the term of this Fee Agreement from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of

this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County's relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any

transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same. Notwithstanding the foregoing, the Company shall be required to pay Administration Expenses (including attorneys' fees of the County) in the amount of $6,000 for the initial negotiation, review, and approval of this Fee Agreement and related documents.

Section 5.11 Priority Lien Status

The County's right to receive FILOT Payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the

same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT Payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT Payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in form reasonably acceptable to the County. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

## ARTICLE VI

## DEFAULT

Section 6.01 Events of Default

The following shall be "Events of Default" under this Fee Agreement, and the term "Event of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 6.02 Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the "*Defaulting Entity*") shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company's (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement or the FILOT Act Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT Payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement as to the acting party; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

## ARTICLE VII

## MISCELLANEOUS

Section 7.01 Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

_____
Attn: _____
_____
_____

With a copy to:

_____
_____
_____
_____

If to the County:

Anderson County
Attn: County Administrator
101 South Main Street
Anderson, SC 29622

With a copy to:

Anderson County Attorney
Mr. Leon Harmon, Esq.
101 South Main Street
Anderson, SC 29622

Section 7.02 Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7.03 Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04 Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05 Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06 Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07 Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08 Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09 Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however,* that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10 Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11 Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12 Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

**IN WITNESS WHEREOF,** the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Chairman of County Council and the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

(SEAL)

By:_____
Chairman of County Council

**ATTEST:**

_____
County Administrator

_____
Clerk to County Council of
Anderson County, South Carolina

*[Signature Page 1 to Fee in Lieu of Tax and Special Source Credit Agreement]*

**[PROJECT BIG BROTHER]**

By: _____
Its: _____

*[Signature Page 2 to Fee in Lieu of Tax and Special Source Credit Agreement]*

**EXHIBIT A**

**LEGAL DESCRIPTION**

**[Insert legal description here]**

**EXHIBIT B**

**INVESTMENT CERTIFICATION**

I _____, the _____ of _____ (the ***"Company"***), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2026 between Anderson County, South Carolina and the Company (the ***"Agreement"***), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20__ was $_____.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning _____, 20__ (that is, the beginning date of the Investment Period) and ending December 31, 20__, is $_____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this _____ day of _____, 20__.

**[PROJECT BIG BROTHER]**

_____
Name:_____
Its:_____

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I _____, the _____ of _____ (the ***"Company"***), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Credit Agreement dated as of _____, 2026 between Anderson County, South Carolina and the Company (the ***"Agreement"***), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is $_____.

(2) As of December 31, 20__, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than $_____.

(3) **[Use only if expenditures for personal property will be used to account for Special Source Revenue Credits.]** Of the total amount set forth in (2) above, $_____ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

| Personal Property Description | Investment Amount |
|---|---|

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this _____ day of _____, 20__.

**[PROJECT BIG BROTHER]**

_____
Name:_____
Its:_____

**ORDINANCE NO. 2026-053**

**AN ORDINANCE TO AMEND AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK (2010 PARK) OF ANDERSON AND GREENVILLE COUNTIES SO AS TO ENLARGE THE PARK; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, pursuant to Ordinance No. 2010-026 enacted November 16, 2010 by Anderson County Council, Anderson County entered into an Agreement for the Development of a Joint County Industrial and Business Park (2010 Park) dated as of December 1, 2010, as amended, with Greenville County (the "Agreement"); and

**WHEREAS**, pursuant to Section 3(A) of the Agreement, the boundaries of the park created therein (the "Park") may be enlarged pursuant to ordinances of the County Councils of Anderson County and Greenville County; and

**WHEREAS**, in connection with certain incentives being offered by Anderson County to a certain company currently or formerly known to Anderson County as Project Big Brother, it is now desired that the boundaries of the Park be enlarged to include certain parcels in Anderson County;

**NOW, THEREFORE**, be it ordained by Anderson County Council that Exhibit B to the Agreement is hereby and shall be amended and revised to include the property located in Anderson County described in the schedule attached to this Ordinance, and, pursuant to Sections 3(A) and 3(B) of the Agreement, upon adoption by Greenville County Council of a corresponding ordinance, the Agreement shall be deemed amended to so include such property and Exhibit B as so revised, without further action by either county.

**DONE** in meeting duly assembled this ____ day of _____, 2026.

**ANDERSON COUNTY, SOUTH CAROLINA**

By: _____
Chairman of County Council

Attest:

_____
County Administrator

_____
Clerk to County Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Approved as to Form:

_____
Leon C. Harmon
County Attorney

Addition to Exhibit B to
Agreement for the Development of a Joint County Industrial and
Business Park dated as of December 1, 2010, as amended,
between Anderson County and Greenville County

Project Big Brother Property Description

**STATE OF SOUTH CAROLINA )**
**)**
**COUNTY OF ANDERSON )**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received majority approval, by the County Council at meetings of _____, _____, and _____, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

_____
Clerk, Anderson County Council

Dated:

**RESOLUTION NO. 2026-057**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT ST NICK, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT ST NICK WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, Anderson County, South Carolina (the ***"County"***), acting by and through its County Council (the ***"County Council"***), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***), Title 4, Chapter 1 (the ***"Multi-County Park Act"***), Code of Laws of South Carolina 1976, as amended (the ***"Code"***), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as "projects" in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, ***"Infrastructure"***); through all such powers, the industrial development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, Project St Nick (the ***"Company"***) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the County (collectively, the ***"Project"***), which will result in expected investment by the Company in the Project of at least $26,500,000 in non-exempt investment by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

**WHEREAS**, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

**WHEREAS**, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act; and

**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the ***"Multi-County Park Authority"***), the County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a ***"Park"***) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the ***"Park Agreement"***); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Council as follows:

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the ***"Inducement Agreement"***) so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax (and special source credit) agreement (the ***"Fee Agreement"***).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

**DONE** in meeting duly assembled this ____ day of _____, 2026.

**ANDERSON COUNTY, SOUTH CAROLINA**

By:_____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

_____
Rusty Burns, County Administrator,
Anderson County, South Carolina

_____
Renee D. Watts, Clerk to County Council,
Anderson County, South Carolina

APPROVED AS TO FORM:

_____
Leon C. Harmon, County Attorney,
Anderson County, South Carolina

**INDUCEMENT AGREEMENT**

**THIS INDUCEMENT AGREEMENT** (this ***"Agreement"***) made and entered into as of _____, 2026 by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the ***"County"***), and PROJECT ST NICK (the ***"Company"***).

**WITNESSETH:**

**ARTICLE I**
**RECITATION OF FACTS**

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***), Title 4, Chapter 1 (the ***"Multi-County Park Act"***), Code of Laws of South Carolina 1976, as amended (the ***"Code"***), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, ***"Infrastructure"***); through all such powers the industrial development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute one or more distribution/manufacturing facilities in the County (collectively, the ***"Project"***), which will result in an expected investment by the Company in the Project of at least $26,500,000 (the ***"Investment Target"***) by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the ***"Investment Period"***).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the ***"Park"***) established by the County pursuant to qualifying agreement with Greenville County or other adjoining county in the State (the ***"Park Agreement"***).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act, and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its payments in lieu of taxes in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, *i.e.*, economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council dated _____ , and on the terms and conditions set forth.

## ARTICLE II
## UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the ***"Fee Agreement"***).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years after the last year of the capital investment made under the Fee Agreement during the Investment Period, commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of thirty (30) years after each year of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 317.07 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2026); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby permits the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide a special source credit against payments in lieu of taxes by the Company pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company in respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company shall be entitled to claim an annual special source credit equal to 80% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for five (5) consecutive years and thereafter, an annual special source credit equal to 35% of each year's payments in lieu of taxes pursuant to the Park Agreement, to be calculated and applied after any amount due the non-host county(ies), with respect to the Project (that is, with respect to investment made by the Company under the Fee Agreement during the Investment Period) for ten (10) consecutive years (for a total of fifteen (15) consecutive years).

Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a special source credit is taken.

In no event shall the aggregate amount of any special source credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company meet the Investment Target by the end of the Investment Period, the Investment Period shall be extended an additional five (5) years. If the Company fails to invest $26,500,000 by the end of the Investment Period, the special source credits shall be terminated.

## ARTICLE III
## UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(d) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Investment Period.

## ARTICLE IV
## GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND

DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement and the Infrastructure Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreements.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax and Special Source Credit Agreement, which are contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2026, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of its rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

**IN WITNESS WHEREOF,** the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

By:_____
Tommy Dunn, Chairman of County Council,
Anderson County, South Carolina

ATTEST:

_____
Renee D. Watts, Clerk to County Council,
Anderson County, South Carolina

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

**[PROJECT ST NICK]**

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of _____, 202_, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

_____
Clerk to Anderson County Council

Dated: _____

**RESOLUTION NO. 2026-059**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN ANDERSON COUNTY, SOUTH CAROLINA AND PROJECT BIG BROTHER, WHEREBY, UNDER CERTAIN CONDITIONS, ANDERSON COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AND SPECIAL SOURCE CREDIT AGREEMENT WITH RESPECT TO A PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT/COMPANY WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS**, Anderson County, South Carolina (the ***"County"***), acting by and through its County Council (the ***"County Council"***), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***), Title 4, Chapter 1 (the ***"Multi-County Park Act"***), Code of Laws of South Carolina 1976, as amended (the ***"Code"***), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as "projects" in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, ***"Infrastructure"***); through all such powers, the industrial development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, Project Big Brother (the ***"Company"***) has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a new industrial (manufacturing, distribution, or commercial) facility in the County (collectively, the ***"Project"***), which will result in expected investment by the Company in the Project of approximately $34,400,000, but not less than $29,000,000, in non-exempt investment, by December 31 of the fifth year after the first year which any portion of the Project is first placed in service; and

**WHEREAS**, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source credit incentives with respect to the Project, all as more fully set forth in the Inducement Agreement (as hereinbelow defined) attached hereto and made a part hereof; and

**WHEREAS**, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act; and

**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the ***"Multi-County Park Authority"***), the County intends to cause the site on which the Project will be located, to the extent not already therein located, in a multi-county industrial and business park (a ***"Park"***) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the ***"Park Agreement"***); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs; and the County has agreed to effect the delivery of an Inducement Agreement on the terms and conditions hereinafter set forth.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Council as follows:

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, and the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council, and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, and for the purpose of providing for the provision special source credits against payments in lieu of taxes made by the Company pursuant to a Park Agreement in order to allow reimbursement to the company for a portion of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, there is hereby authorized to be executed an Inducement Agreement between the County and the Company pertaining to the Project, the form of which is now before the County Council (the ***"Inducement Agreement"***) so as to establish, among other things, that the County and the Company will be parties to a fee in lieu tax and special source credit agreement (the ***"Fee Agreement"***).

(b) The County Council will use its best efforts to take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Park or another qualified multi-county industrial or business park in order that the tax benefits contemplated hereunder and afforded by the laws of the State for projects located within multi-county industrial or business parks will be available to the Company for at least the term of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the Inducement Agreement and Fee Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.

**DONE** in meeting duly assembled this ___ day of _____, 20__.

**ANDERSON COUNTY, SOUTH CAROLINA**

_____
Chairman of County Council

Attest:

_____
County Administrator

_____
Clerk to County Council

Approved as to Form:

_____
Leon C. Harmon
County Attorney

**INDUCEMENT AGREEMENT**

**THIS INDUCEMENT AGREEMENT** (this ***"Agreement"***) made and entered into as of _____, ____ by and between **ANDERSON COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the ***"County"***), and [**PROJECT BIG BROTHER**] (the ***"Company"***).

**WITNESSETH:**

**ARTICLE I**
**RECITATION OF FACTS**

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44 (the ***"FILOT Act"***) and Title 4, Chapter 1 (the ***"Multi-County Park Act"***), Code of Laws of South Carolina 1976, as amended (the ***"Code"***), to allow for the payment of certain fees in lieu of *ad valorem* taxes with respect to industrial properties; to issue special source revenue bonds, or in the alternative, to provide special source credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, ***"Infrastructure"***); through all such powers the development of the State of South Carolina (the ***"State"***) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute an industrial (manufacturing, distribution, or commercial) facility in the County (collectively, the ***"Project"***), which will result in an expected investment by the Company in the Project of at least $29,000,000 (the ***"Investment Target"***) by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the ***"Investment Period"***).

(c) Pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, the County will use its best efforts to place the site of the Project in a multi-county industrial and business park (the ***"Park"***) established by the County pursuant to qualifying agreement with Anderson County or other adjoining county in the State (the ***"Park Agreement"***).

(d) The County has determined after due investigation that the Project would be aided by the availability of the assistance which the County might render through applicable provisions of the FILOT Act and the Multi-County Park Act as economic development incentives, and the inducements offered, will, to a great degree, result in the Project locating in the County. Pursuant to this determination, the Company and the County have agreed to negotiate for payments in lieu of *ad valorem* taxes as authorized by the FILOT Act (the ***"FILOT Payments***"), and the Company and the County have agreed as set forth in the Fee Agreement, pursuant to Section 4-1-175 of the Multi-County Park Act, that the Company would be afforded certain credits as described herein against its FILOT Payments in respect of the Company's investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code.

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter, based on representations by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement, pursuant to the FILOT Act, the Multi-County Park Act and a Resolution of the County Council of even date herewith, and on the terms and conditions set forth.

## ARTICLE II
## UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax and Special Source Credit Agreement with the Company with respect to the Project (the ***"Fee Agreement"***).

Section 2.2. The Fee Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Sections 2.7 and 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement shall be substantially in the form generally utilized in connection with the FILOT Act, as to be agreed upon by the County and the Company. The Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will be for a period of thirty (30) years of each year of capital investment made in the Project during the Investment Period (each such year of capital investment being a "***Phase***"), commencing with the first year of the capital investment made under the Fee Agreement.

(b) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State or any incorporated municipality.

(c) The Fee Agreement shall contain a provision requiring the Company to make FILOT Payments to the County for a period of thirty (30) years for each Phase of the capital investment made under the Fee Agreement during the Investment Period. The amounts of such FILOT Payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate of 359.01 mills (that is, the cumulative millage rate in effect at the site of the Project for all taxing entities as of June 30, 2026); and (iii) the fair market value of the Project property as determined by the South Carolina Department of Revenue in accordance with the FILOT Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the FILOT Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The Company may dispose of and replace property subject to FILOT Payments, as set forth in Section 12-44-60 of the FILOT Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby consents to the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and personal property deemed necessary under the Fee Agreement or that are otherwise permitted under the FILOT Act may be let by the Company, in its sole discretion.

Section 2.5. Pursuant to Section 4-1-175 of the Multi-County Park Act, the County, subject to the limits set forth herein, including Sections 2.7 and 4.2 hereof and pursuant to the Fee Agreement, will provide special source credits (the "***Special Source Credits***") against FILOT Payments by the Company and all sponsor affiliates pursuant to the Park Agreement or the Fee Agreement, as the case may be, to reimburse the Company and such sponsor affiliates with respect of its investment in Infrastructure pertaining to the Project. In these respects, the Company and such sponsor affiliates shall be entitled to claim an annual Special Source Credit for each Phase of investment comprising a portion of the Project placed in service during the Investment Period equal to eighty percent (80%) of the payment in lieu of taxes due with respect to each of the first five (5) years for which FILOT Payments are due with respect to such Phase, and equal to thirty five percent (35%) for the payment in lieu of taxes due with respect to each of the sixth (6th) through the fifteenth (15th) years for which FILOT Payments are due with respect to such Phase, all such Special Source Credits to be calculated and applied after any amount due the non-host county(ies).

Should the Investment Target not be met by the end of the Investment Period, any Special Source Credits to be applied to the FILOT Payments which would otherwise be payable under the Fee Agreement shall no longer be payable by the County.

Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of investment in the Project for which a Special Source Credit is taken.

In no event shall the aggregate amount of any Special Source Credits claimed by the Company exceed the amount expended by it with respect to the Infrastructure at any point in time.

Section 2.6. Subject to the matters contained herein, the Fee Agreement will be executed at such time and upon such mutually acceptable terms as the parties shall agree.

Section 2.7. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company. The County has made no independent legal or factual investigation regarding the particulars of this Agreement or the transaction contemplated hereunder and, further, executes this Agreement in reliance upon the representations by the Company that the Agreement and related documents comply with all laws and regulations, particularly those pertinent to industrial development projects in the State.

Section 2.8. Should the Company and all sponsor affiliates fail to invest at least $29,000,000 in connection with the Project, by the end of the Investment Period, the Company and such sponsor affiliates shall be liable for the difference between the amount of FILOT Payments actually paid pursuant to the Fee Agreement (taking into account all infrastructure credits actually received) and the amount of *ad valorem* taxes which would have been due and payable with respect to the Project had the Fee Agreement not been entered into, with interest at the rate payable for late payment of taxes. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth ($120^{th}$) day following the last day of the Investment Period.

## ARTICLE III
## UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Except with respect to the Fee Agreement, the County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.2. If the Project proceeds as contemplated:

(a) The Company agrees to enter into the Fee Agreement, under the terms of which it will obligate themselves to make the payments required by the FILOT Act including, but not limited to, FILOT Payments at rates calculated in accordance with Section 2.3(c) hereof;

(b) With respect to the Project, the Company agrees to reimburse the County for all out-of-pocket costs, including reasonable attorney's fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee Agreement;

(c) The Company agrees to hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the negotiation and implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) The Company agrees to apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project;

(e) The Company agrees to indemnify, defend and hold the County and the individual members, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction, leasing, carrying out or operation of the Project, including without limitation any environmental liability. The defense obligation shall be supplied with legal counsel reasonably acceptable to the County. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the review and execution of the Resolution and this Agreement; provided, however, that the Company's obligation to reimburse the County in connection with the review and execution of the Resolution and this Agreement, as well as the review, execution, and approval of the Fee Agreement, shall not exceed $6,000; and

(f) The Company agrees to use commercially reasonable efforts to meet, or cause to be met, the Investment Target during the Investment Period. The Fee Agreement will terminate if the Company has

not begun acquiring the Project within three years after the date of enactment of the ordinance approve the Fee Agreement.

## ARTICLE IV
## GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the FILOT Act and the Multi-County Park Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

THIS AGREEMENT AND THE SPECIAL SOURCE CREDITS PROVIDED FOR HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE NET FEE PAYMENTS RECEIVED AND RETAINED BY THE COUNTY, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION, AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE SPECIAL SOURCE CREDITS.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee Agreement, each party shall perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to such agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2027, the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the County Administrator and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company shall pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3 hereof, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the FILOT Act and the Multi-County Park Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of their rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto

or pursuant to the FILOT Act or the Multi-County Park Act; provided, however, that the Company may make any such assignment to an affiliate of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State.

**IN WITNESS WHEREOF,** the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

**ANDERSON COUNTY, SOUTH CAROLINA**

_____
Chairman of County Council

Attest:

_____
County Administrator

_____
Clerk to County Council

[SIGNATURE PAGE 1 OF INDUCEMENT AGREEMENT]

**[PROJECT BIG BROTHER]**

By:_____
Name:_____
Title:_____

[SIGNATURE PAGE 2 OF INDUCEMENT AGREEMENT]

**STATE OF SOUTH CAROLINA**

**COUNTY OF ANDERSON**

I, the undersigned Clerk to County Council of Anderson County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of a resolution which was adopted by the County Council at its meeting of _____, 20__, at which meeting a quorum of members of the County Council were present and voted, and an original of which resolution is filed in the permanent records of the County Council.

_____
Clerk to Anderson County Council

Dated: _____, 20__

**ANDERSON SPORTS AND ENTERTAINMENT CENTER**
**FACILITY USE AGREEMENT**

THIS AGREEMENT made and entered into as of the ___ day of _____, 20____, by and between Anderson Sports and Entertainment Center, under Anderson County, SC, acting by and through the Anderson Sports and Entertainment Center, hereinafter referred to as the **LICENSOR** and:

**Company Name:** _____

**EIN:** _____

**Company Address:** _____

_____

**Authorized User:** _____

**Cell Phone:** _____

**Email:** _____

herein after referred to as the **USER.**

(1) **EVENT**: NAME

(2) **VENUE**: VENUE NAME

(3) **SPACE**: SPACES

(4) **USE PERIOD**: The Use Periods are as follows:

| Date | Move In Time | Event Start Time | Event End Time | Move Out Time | Space(s) |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

TEMPLATE



Initial _____

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |

(5) **RENTAL USE FEE**: $_____ This fee covers rent for the identified USE PERIOD. Rental rates are subject to change each year.

(6) **ADDITIONAL COSTS**: Attached to this agreement as TERM SHEET are the projected additional costs are to be paid to LICENSOR by USER.

(7) **NON-REFUNDABLE DEPOSIT**: The amount of Deposit required under this agreement: $XXXX
The Deposit is due the same day as this contract is signed and returned to LICENSOR. Please make check payable to Anderson Sports and Entertainment Center.

(8) **SECOND DEPOSIT**: Two weeks prior to the event, a meeting will be held to assess the financial status of the event based on ticket sales and projected expenses at that time. If it is determined that the venue is holding less money than will be owed to fulfill the obligations of the agreement, a second deposit may be required for the balanced owed. If the USER refuses to pay this second deposit, the event may be cancelled, the deposit withheld, and all tickets refunded. The loss will exclusively belong to the USER.

(9) **FINAL PAYMENT**:

a. **For non-ticketed events**: Any outstanding balance owed to LICENSOR must be paid within five (5) business days following the event.
b. **For ticketed events**: Settlement will be conducted based on the terms outlined in Section 18.

(10) **MINIMUM LIABILITY INSURANCE**: $1,000,000.00. The USER agrees to maintain Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, covering bodily injury, including death, and property damage arising out of the USER's use of the premises and activities associated with the event. The USER shall provide the LICENSOR with a Certificate of Insurance evidencing the required coverage and limits at least one week prior to the event. The requirement for insurance may increase based on the scope of the event, in which case the required insurance limits will be outlined in the event summary.

TEMPLATE



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A copy of the Certificate of Liability Insurance must list Anderson County as additional insured. In the bottom left-hand corner of the Certificate of Liability Insurance must read as follows:

**Anderson County**
**PO Box 8002**
**Anderson, SC 29622**

If not received at least one week prior to first date of event, the event is subject to cancellation.

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Initial _____

**WITNESSETH:**

FOR AND IN CONSIDERATION of the promises and conditions contained herein, the LICENSOR and the USER do hereby agree as follows:

1. **LICENSE OF FACILITIES**
   1.1. The LICENSOR does hereby license to the USER all of the venue which the LICENSOR deems necessary for the proper presentation of the EVENT during the USE PERIOD(S) specified in the Agreement (hereby referred to as the "LICENSED FACILITIES")

2. **USE OF FACILITIES BY THE USER**
   2.1. The USER may use the LICENSED FACILITIES only for purposes of presenting the EVENT as defined in this Agreement and for no other purpose or activity

   2.2. No Solicitations, collections, sales or distribution of any items, whether for charity or otherwise, shall be made, attempted or allowed in, about, or outside the venue without prior written consent of the LICENSOR. LICENSOR reserves the right to immediate action for anyone violating this policy.

   2.3. Smoking is not permitted in any portion of the venue by state law. The USER shall cooperate with the LICENSOR in enforcing the LICENSOR'S no smoking policy. If a designated smoking area is needed for the EVENT, USER must include this in the submitted EVENT SUMMARY AND OPERATIONAL PLAN. Distributing samples of tobacco products and paraphernalia is specifically and explicitly prohibited.

   2.4. No type of inflatable bounce house, slide, water slide, or other recreational ride or game is permitted without express written permission.

3. **TICKET SALES**
   3.1. For a ticketed event, the USER is required to sell tickets through the Anderson Sports and Entertainment Center Box Office and Etix only.

   3.2. Ticket sales relating to the presentation of the EVENT shall be made only by the LICENSOR'S box office and at locations selected by the LICENSOR, including those of any third-party ticket sales services. There shall be no consignment of tickets without prior written consent of the LICENSOR and payment to the LICENSOR for the full face-value of such tickets at the time of consignment.

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3.3. Tickets other than complimentary tickets are subject to standard convenience fees and/or facility fees imposed by the LICENSOR and/or its contracted ticketed service provider. These funds are the property of the LICENSOR and/or its contracted ticket service provider and will not be included in the final gross receipt calculations.

3.4. USER is required to complete the TICKET ADVANCE form. During ticket advance, the USER shall deliver to the LICENSOR all the information required for such tickets and admissions for all tickets and admissions to the EVENT and any information concerning the EVENT requested by the LICENSOR and any additional needs for the show to be presented in the Etix software.

3.5. Any changes to TICKET ADVANCE form must be mutually agreeable and may require resubmission of the TICKET ADVANCE form.

3.6. The LICENSOR will provide an audit to the USER for all manifested tickets and admissions.

3.7. All ticket revenues shall be the sole property of the LICENSOR until final settlement.

3.8. The LICENSOR shall at all times maintain control and direction of the ticket office, ticket personnel, and ticket sales revenue until final settlement.

3.9. The LICENSOR shall receive an agreed allotment of complimentary tickets to the EVENT, in a location mutually selected by the LICENSOR and USER. In addition, the LICENSOR shall receive an agreed allotment of Price Level 1 seats to cover relocation created by any seating problems.

3.10. The LICENSOR will not accept personal checks for tickets to the EVENT. Select Credit Cards will be accepted for ticket to the Event and the USER accepts responsibility of paying the LICENSOR for bank charges and chargebacks (bad credit cards, fraudulent charges) upon notification. The LICENSOR will use due care in acceptance and verification of credit cards.

3.11. The LICENSOR shall retain the right to issue ticket refunds in order to maintain public confidence in the LICENSOR. Acceptable reasons for refunds shall include, but not be limited to, seats blocked by equipment when exchange for comparable locations is not possible, failure of the performer to show or perform within a reasonable time after scheduled start time. The LICENSOR

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shall also have the right in mutual agreement with the USER to give refunds from the proceeds of ticket sales if the USER fails to provide the advertised entertainment or if by an Act of God or other emergency it becomes necessary to evacuate the venue before the completion of the Event.

3.12. Any fees identified as charity fees or donations, identified by the USER, will be collected by the LICENSOR and distributed directly by the LICENSOR to the beneficiary. This fee will be excluded from settlement with the USER. The identified charity must approve any fundraising efforts on their behalf prior to the EVENT going on sale. USER shall be required to complete the CHARITY AGREEMENT in addition to this agreement.

## 4. SERVICES PROVIDED TO THE USER

4.1. The LICENSOR shall provide all utilities, installed venue lighting, janitorial supplies, maintenance supplies and equipment, and event manager.

4.2. Additional goods and services may include, but not necessarily limited to, event staffing, license fees, equipment setup and removal, equipment rental items, electrical and utility services (including electrical, water, gas, compressed air, and audiovisual), food and beverage services, advertising, marketing and publicity costs, ticketing costs, or any other equipment, staffing or services at rates established by the LICENSOR

The rate schedule will be published by the LICENSOR and shall be furnished to the USER upon request.

The LICENSOR shall provide these services except when prevented by strikes, accidents, or other causes beyond the control of the LICENSOR and except during the repairing of equipment or apparatus. If any other services, including without limitation water and electricity are furnished, with or without charge by the LICENSOR to the USER, the LICENSOR shall in no event be liable for a failure to provide such services when prevented by strikes, accidents, or other causes beyond the control of the LICENSOR.

4.3. All electrical connections must be made by a representative of the LICENSOR, or an electrical contractor approved by the LICENSOR.

4.4. Any connection of the USER equipment to the venue’s sound or light equipment will be at the sole and absolute discretion of the LICENSOR and will be made only by a representative of the LICENSOR, or a contractor approved by the

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Initial _____

USER hereunder.

**5. PERSONNEL**

5.1. For the EVENT, the USER shall pay for all personnel of the LICENSOR required to staff the LICENSED FACILITIES, including, but not limited to, ticket sellers, ticket takers, ushers, security personnel, police, fire marshals, first aid and EMS personnel, restroom attendants, sound system technicians, stage hands, spotlight operators, and other such personnel as the LICENSOR, in its reasonable discretion, shall deem to be required. Such personnel shall be provided on, by, or through the LICENSOR and at rates established by the LICENSOR.

5.2. The LICENSOR shall have the right to approve any agent, contractors, or other persons employed by the USER other than the EVENT personnel and supporting personnel who normally and customarily travel with the EVENT. The LICENSOR approval right includes but is not limited to “security” personnel.

5.3. Uniformed security is required for all events. The number of officers needed will be determined by LICENSOR.

5.4. Custodial staff is required for all events. The number of staff will be determined by LICENSOR.

**6. LABOR AGREEMENTS**

6.1. The USER shall not perform any work or employ any personnel in connection with the EVENT which work or employment violates any labor agreements to which the LICENSOR, is a party or which control labor activities at the venue. At the USER’S request, the LICENSOR will advise the USER of pertinent provisions of such labor agreements.

**7. LASER, PYROTECHNIC DEVICES, ETC.**

7.1. The USER agrees that with respect to the use of any and all laser and pyrotechnic devices to be operated in connection with the presentation of the EVENT, if any, it shall comply with all laws, rules, regulations, prescriptions, criteria, and policies of all Federal, state, and local authorities or agencies applicable thereto, including, without limitation, the State Fire Marshal, and rules and regulations of the City of Anderson and its Fire Department and Anderson County and its Fire Marshall. The USER shall deliver all supporting documentation confirming the USER’S compliance with the above requirements during advance. Notwithstanding all of the foregoing, the USER shall not use

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any laser and/or pyrotechnic devices whatsoever without the prior written consent of the LICENSOR, which may be withheld within its sole and absolute discretion.

**8. ADVERTISING/SPONSOR SIGNAGE**

8.1. The LICENSOR reserves all rights to advertising and signs, displays, and banners of all types in, upon, or about the venue.

8.2. No signage will be allowed to be placed in, upon, or about the venue by the USER, or any other person without prior written permission of the LICENSOR.

8.3. The USER shall not cover any exiting venue signage without prior written permission of the LICENSOR.

**9. ADVERTISEMENT, PROMOTION, and PUBLICITY**

9.1. In the event the USER purchases advertising through the LICENSOR, the USER agrees to pay the LICENSOR for such time or space at the agreed upon price for the applicable advertiser and/or platform at settlement.

9.2. In all advertising described herein, the LICENSOR's established logo, trademark, or service mark, which shall be provided by the LICENSOR, must be displayed and/or described in the manner selected by the LICENSOR, in its sole and absolute discretion.

9.3. All advertisements or promotional materials relating to the EVENT shall designate the venue as the location of the EVENT.

9.4. The USER agrees to not allow any advertising media, in advertising the EVENT, to imply that the LICENSOR or any other party is sponsoring the EVENT, unless the EVENT is in fact co-sponsored by the LICENSOR or other named party.

9.5. The USER grants to the LICENSOR and its designees the right to use and to authorize others to use the names of the USER, the EVENT, and personalities appearing in the EVENT for the purposes of advertising and publicizing the EVENT and the venue.

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## 10. VENDORS

10.1. All vendors must be approved in advance by LICENSOR and all deliveries, set up, and tear down must be a part of the operational plan.

10.2. No vendors will be approved to store goods in the venue outside of the approved event times.

10.3. All booths must be staffed at all times.

10.4. All vendors must follow safety and security protocols and will be required to submit a Certificate of Insurance naming Anderson County and Anderson Sports and Entertainment Center as additionally insured.

## 11. SPONSORS/SPONSOR ACTIVATIONS

11.1. All sponsors of any event must be approved in advance by LICENSOR. Approval will not be unreasonably withheld, however competing sponsors to LICENSOR's existing sponsors may be prohibited. USER will receive a list of exclusive sponsors of the LICENSOR upon request.

11.2. All sponsor activations must be approved in advance, especially any activations that involve giveaways or sampling.

## 12. CONCESSIONS/CATERING

12.1. The LICENSOR reserves the exclusive rights to operate or contract for the operation of all concessions and catering in, upon, or about the venue, including but not limited to the sale of food and beverage products, and vending items.

12.2. The USER agrees that all rights to sale or distribution of alcoholic beverages are reserved by the LICENSOR to be exercised in compliance with appropriate Federal, state, and local laws, regulations, rules, and policies.

12.3. No outside food and beverages, catered or otherwise will be allowed in, upon, or about the venue without the express written permission of the LICENSOR.

12.4. No kitchen usage will be permitted for catering or otherwise without the express written permission of the LICENSOR.

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## 13. SANITATION

13.1. Trash receptacles will be provided and use of the one dumpster on location will be permitted. Any EVENT requiring additional receptacles must be advanced. Any additional needs must be advanced and approved by LICENSOR.

13.2. Any EVENT requiring disposal of grease or gray water must advance with LICENSOR for proper disposal.

13.3. Any EVENT requiring the use of portable restrooms, showers, and/or handwashing stations must comply with Anderson County, City of Anderson, and DHEC requirements.

13.4. Failure to comply or advance additional needs for approval by LICENSOR may result in immediate termination of this agreement and applicable fines.

## 14. MERCHANDISING

14.1. The LICENSOR may sell programs, novelties, souvenirs, or merchandise items that are supplied by the USER (hereinafter referred to as “NOVELTY CONCESSIONS”), either directly or through its sellers.

14.2. The LICENSOR shall require its sellers (which term shall include the LICENSOR only in the event that the LICENSOR sells NOVELTY MERCHANDISE itself) to pay to the USER within a reasonable time after the EVENT the percentages of NET NOVELTY MERCHANDISE REVENUES from the EVENT as set forth on the TERM SHEET.

14.3. Neither the USER nor the USER’S exhibitors, patrons, or guests, or any other person may sell or give away any samples or handouts of any kind in, upon, or about the venue without the prior written approval of the LICENSOR with such approval to be in the sole and absolute discretion of the LICENSOR.

14.4. All merchandise is subject to final approval by the LICENSOR prior to sale. The license to sell merchandise may be revoked if merchandise includes but is not limited to: counterfeit goods, copyright infringement, illegal substances or paraphernalia, vulgar or explicit content.

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## 15. DELIVERIES

15.1. LICENSOR may, at its election, accept delivery of property addressed to USER only as a service to USER.

15.2. USER will indemnify, defend and hold harmless LICENSOR for any loss or damage to such. LICENSOR assumes no responsibility whatsoever for any property placed in the Facility.

## 16. ENTRANCES AND EXITS

16.1. The entrances and exits of the venue shall be locked or unlocked during the EVENT as the USER may direct, subject to regulations of Federal, state, and local authorities, any lawful direction of public officers, and also subject to the LICENSOR'S approval. The LICENSOR shall, at the USER'S expense, at all times maintain guards and special police, as designated by the LICENSOR, at all exits and entrances of the venue when such exits and entrances of the venue are in use.

16.2. Articles, fitting, fixtures, material, and equipment shall be brought into or removed from the venue only at entrances and exits designated by the LICENSOR.

## 17. PRESETTLEMENT

17.1. Before the conclusion of the EVENT, the LICENSOR shall furnish the USER with a box office statement and, at the USER's request, make such provisional settlement as LICENSOR deems necessary to assure proper final settlement.

## 18. SETTLEMENT

18.1. On the night of the EVENT, the LICENSOR shall furnish to the USER a statement showing all box office receipts relating to the USER'S use of the LICENSED FACILITIES hereunder.

18.2. The LICENSOR will remit, out of the box office receipts, to applicable Governmental authorities, on the USER'S behalf, all sales, admissions, and other taxes.

18.3. All box office receipts after taxes shall be held by the LICENSOR and applied in payment of all sums of money which shall become due from the

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USER to the LICENSOR hereunder or by reason of the USER'S use of the LICENSED FACILITIES as provided herein, including all amounts which shall become due for payment payable by the USER to the LICENSOR and for personnel, services, material, and equipment furnished by the LICENSOR under this Agreement, any agreement supplementing this Agreement, the USER'S work orders and requests, or otherwise.

18.4. Final payment of any monies owed is contingent on USER providing required financial documents to LICENSOR including but not limited to W-2, event insurance, fiduciary information, and fully executed settlement documents.

18.5. The LICENSOR shall pay to the USER such amounts as shall be due to the USER within 5 business days upon fully executed settlement documents between LICENSOR and USER

18.6. It is expressly understood and agreed by the parties here to that no Officer, Director, Employee, Agent, Representative, or Sales person of either party hereto, or the owner of the facility or any third party, has the authority to make, have made, or will be deemed to have made, any representation, warranty, covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the event is solely that of USER'S own determination and judgment.

**19. PERMITS**

19.1. The USER agrees to provide and furnish at its sole expense such government permits and other licenses and permits as may be required for the EVENT, including, but not limited to business licenses, and to be responsible for paying any fees which shall be required as a consequence of its use of the LICENSED FACILITIES. At the LICENSOR'S sole option, however, the LICENSOR may elect to deduct such fees from the EVENT settlement and pay such fees on behalf of the USER.

**20. WITHHOLDING**

20.1. If any amounts become due hereunder from the LICENSOR to the USER or any assignee of the USER, and if any payment or transfer thereof is, or appears to the LICENSOR to be, subject to Federal, state, local, or other governmental licensing, withholding or other restrictive regulations, the LICENSOR shall not be obligated to pay over or transfer said amounts to the USER or its assignee unless and until the LICENSOR has been satisfied by the USER or its assignee that the LICENSOR may lawfully pay over or transfer such

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amounts in compliance with such regulations, and any such payment shall be subject to withholding of any such amounts if required under any such regulations.

**21. COPYRIGHTS, TRADEMARKS, PERFORMING RIGHTS ORGANIZATIONS, ETC.**

21.1. The USER warrants that it currently has in effect and will maintain in effect during the time of the EVENT, current and valid rights and licenses for the EVENT. The USER further agrees to submit upon demand valid written evidence of such rights and licenses.

21.2. The USER shall assume all costs arising from the use of the trademarked materials or patented and/or copyrighted material, equipment, or dramatic rights used on or incorporated in the conduct of the EVENT.

In mutual agreement with USER, however, the LICENSOR may elect to deduct such copyright fees from the EVENT settlement and pay such licensing fees on behalf on the USER. The USER agrees to indemnify and hold harmless the venue, Anderson Sports and Entertainment Center, Anderson County, and each of them, and the officers, directors, servants, agents, representatives, managers, personnel, and employees of each of them from all damages, costs, and expenses, including attorney's fees, for or on account of the use of any trademarked materials or patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by the USER in connection with this Agreement. In this regard, the USER'S attention is particularly directed to the use of the copyrighted music.

21.3. With respect to any Event at the Facility, USER shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display or performance of propriety or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works.

The fees payable by the USER under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and USER agrees hereby to make any and all such payments to third parties and/or clearing house agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works.

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21.4. USER agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including by way of example only ASCAP, BMI, SAG, SESAC, and other similar agencies. USER agrees hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph.

USER further agrees hereby to provide to LICENSOR any such compliance evidence as may be requested by LICENSOR in advance of or after any such Event. USER agrees that the obtaining and maintaining of such evidence by USER is a material condition of this Agreement. USER agrees to indemnify, defend, protect and hold harmless LICENSOR and all other Indemnities (as that term is defined in this Agreement) of and from any and all manner of Losses arising in any way from the use by USER of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States.

The foregoing indemnity shall apply regardless of the means of publication, display, or performance by USER, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, web casts, or online service providers, satellite or cable and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

**22. ANCILLARY AND BROADCAST RIGHTS**

22.1. Neither the USER or the LICENSOR shall televise or broadcast the EVENT, either live or recorded, or record the EVENT for reproduction, without a separate prior written agreement between the USER and LICENSOR. If such written agreement is entered into, it shall include reimbursement to the LICENSOR for all expenses incurred and/or services rendered as a result of such broadcast and/or recording, along with negotiated broadcast rights fee to the LICENSOR.

**23. ACT OF OMISSIONS OF THIRD PARTIES**

23.1. LICENSOR shall not be liable in any way for any acts and/or omissions of any third party.

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## 24. ADDITIONAL OBLIGATIONS OF THE USER

24.1. No later than ten (10) days prior to the first EVENT, USER shall provide to the LICENSOR the EVENT SUMMARY AND OPERATIONAL PLAN, for LICENSOR'S review (and/or the review of consultant or representative engaged by LICENSOR) full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, and communications systems anticipated to be needed for the Event.

24.2. Final site plans, security plans, staffing plans, and any other operational plans must be approved by the LICENSOR no later than ten (10) days prior to the event date. Once the plans are approved, they become final.

24.3. Late changes made to the plans that result in additional costs will be the sole responsibility of the USER.

24.4. The USER shall:

24.4.1. Supply and pay for all performers required for the proper presentation of the EVENT

24.4.2. Transport all personnel, properties, facilities, and equipment necessary for the EVENT to and from the EVENT;

24.4.3. Provide all musicians, instruments and other audio equipment required for the EVENT at its sole cost and expenses;

24.4.4. Present the EVENT in the most advantageous manner and style practicable;

24.4.5. Pay in a timely manner all governmental taxes (including admissions taxes and withholding taxes) and levies due as a result of the EVENT, other than those deducted by the LICENSOR from the settlement;

24.4.6. Cause its officers, directors, servants, agents, representatives, managers, personnel, employees, contractors, subcontractors, exhibitors, players, performers, patrons, guests, attendees, invitees, or participants, or any person admitted to the venue in connections with the EVENT, and each of them, and all of the officers, directors, servants, employees, agents, and representatives of each of them to abide by such reasonable rules and regulations as may from time to time be adopted by the LICENSOR for the use, occupancy, operation, protection, control, and management of the venue.

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## 25. ALTERATIONS AND USE OF DECOR

25.1. The USER shall not mark, paint, drill into or in any way alter, mar or deface any part of the venue or any equipment contained therein, and shall not cause or permit anything to be done whereby the venue or equipment therein shall be in any manner injured, marred, or defaced. The USER further will not affix or permit to be affixed, displayed, or erected any lettering, signs, pictures, notices, advertisements, posters notices, or graphics of any description upon any part of the outside or inside of the venue or make any alterations or improvements in or to the venue without prior written consent of the LICENSOR.

25.2. The USER must have explicit written approval for the use of props or décor including but not limited to confetti, pyro, open flames, special effects including but not limited to strobe lights, lasers, glitter, birds, bird seed, animals, motorized and non-motorized vehicles, etc.

## 26. INSURANCE

26.1. The USER shall provide at its own cost and expense Comprehensive General Liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 general aggregate, covering bodily injury, including death, and property damage arising out of the USER’s use of the premises and activities associated with the event (without exclusions from coverage relating to sporting events, rap concerts, performers, volunteers, animals, off premise activities, and fireworks or other pyrotechnical devices if the event includes those items). USER's insurance policy shall be primary and non-contributory.

26.2. Anderson County reserves the right to increase insurance requirements based on the scope of the event. The requirements for insurance will be included in the event summary and the USER shall bear the cost of providing satisfactory insurance form a A+ rated insurance company.

26.3. A copy of the Certificate of Liability Insurance must be provided one (1) week prior to the event and must list Anderson County as additionally insured. The lower-right hand corner of the Certificate of Liability Insurance must read as follows:

Anderson County
101 South Main Street
Anderson, SC 29624

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26.4. The insurance will name Anderson County, as Additional Insureds for all venue USE PERIOD(S) specified on the Agreement including load in and load out.

26.5. Licensor's failure to request, review or comment on any such certificates shall not affect Licensor's rights of USER's obligations hereunder.

26.6. If USER hires any contractor or subcontractor to provide services during the use period, they or the contractor or subcontractor shall carry the same coverages and limits of insurance outlined herein. It shall be the USER'S responsibility to ensure compliance of this requirement and request certificates of insurance.

26.7. All providers of alcohol, servers of alcohol, and event sponsors must agree to defend, indemnify, and hold harmless Anderson Sports and Entertainment Center, Anderson County, its officers, employees and agents from and against all liability, claims, and demands, on account of injury, loss, damage, or expense, including defense costs and attorney fees, which arise out of or are in any manner connected to the service of alcohol during the use period

26.8. The USER shall carry and pay for applicable workers' compensation insurance for USER's employees, as required by applicable law.

**27. RISK OF LOSS**

27.1. The USER agrees that all of its property or property of others brought or permitted by it upon the venue shall be at the sole risk of the USER and that the LICENSOR shall not be liable to the USER for any loss of damage. The USER shall cause to be carried such insurance on such property as the USER elects.

**28. INDEMNIFICATION**

28.1. The USER agrees to waive all claims against and to defend, indemnify, protect, and hold harmless, (collectively, "indemnify"), the venue, Anderson Sports and Entertainment Center, Anderson County, and each of them, and all of the officers, directors, servants, agents, representatives, managers, personnel, and employees of each of them (the "Indemnified Parties") against any and all claims, demands, losses, damages, expenses, actions, or causes of action of whatsoever kind, (collectively, the "Losses") arising or resulting, directly or indirectly, from any act, omission incident, accident, or claim occurring in, upon, or about the venue, or otherwise arising out of the EVENT, or the use,

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occupancy, or licensing of the venue by the USER, its officers, directors, servants, agents, representatives, managers, personnel, employees, subusers, contractors, subcontractors, exhibitors, players, performers, patrons, guests, attendees, invitees, participants, or any person (except employees or representatives of LICENSOR working the event) admitted to the venue in connection to the EVENT, and each of them, and all of the officers, directors, servants, employees, agents, and representatives of each of them.

The USER shall Indemnify the Indemnified Parties from all Losses arising from any liability or claim of liability for injuries, death or damages to persons or property sustained or claimed to have been sustained by anyone by reason of the use of the Venue for the EVENT, whether such use was authorized or not.

28.2. The USER agrees to indemnify the Indemnified Parties from any claims from anyone for loss or damage to property place on, upon, or about the Venue

28.3. Without limiting the generality of sections 24.1, the USER shall be solely liable for, and shall Indemnify the Indemnified Parties from, and Losses caused by any and all rigging, set-up, alterations, and/or improvements at or to the Licensed Facilities necessitated by and/or performed with respect to the EVENT- unless caused by the negligence, misconduct, wrongful, or illegal acts of LICENSOR.

**29. DAMAGE TO THE VENUE'S FACILITIES**

29.1. The USER agrees to pay for any and all damages to the venue if such loss or damage is the result of the EVENT and not caused by the negligence, misconduct, or wrongful or illegal acts of the LICENSOR. The USER agrees that if the venue is damaged by the act, default, or negligence of the USER, its officers, directors, servants, agents, representatives, managers, personnel, employees, sublicensees, contractors, subcontractors, exhibitors, players, performers, patrons, guests, attendees, invitees, participants or any person admitted to the venue in connection with the EVENT (except representatives or employees of LICENSOR working the event), then the USER shall pay to the LICENSOR upon demand such sums as shall be necessary to restore the premises to their original condition, ordinary wear and tear expected.

The USER shall be responsible to the LICENSOR for any and all documented costs of repairing damage to the venue occurring as a result of the EVENT, including but not limited to damage caused by persons attending or attempting to attend the EVENT. The LICENSOR shall inspect the venue prior to final

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settlement, retain an appropriate damage contingency from the settlement, and refund any unused portion of the damage contingency.

29.2. USER shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorney's fees) (collectively, the "Losses") occurring at the Facility (whether within or without the Facility) caused to LICENSOR, and/or property in, on, or near the Facility before, during, or after an Event, by any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event. USER shall indemnify, defend, and hold harmless LICENSOR from any and all Losses arising out of or in connection with rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event—unless caused by negligence, misconduct, or wrongful or illegal acts of LICENSOR.

29.3. Any keys issued to the USER and not returned at the conclusion of the EVENT or prior to the provisional settlement shall result in applicable fines to the USER.

**30. PUBLIC SAFETY**

30.1. The LICENSOR shall at all times maintain control of the venue and shall enforce all rules and regulations relative to its operation

30.2. The USER shall at all times conduct the EVENT with full regard for public safety and will comply with the requirements of all laws, orders and regulations of federal, state, and local authorities and with any lawful direction or order of public officers which shall impose any duty upon the LICENSOR or the USER, with respect to the venue or the use and occupancy thereof.

30.3. The USER shall comply with all rules, orders, regulations or requirements of the State Fire Marshal, Anderson County Fire Marshall, the City of Anderson Fire Department, or any other similar body, agency, or authority having jurisdiction, and shall not do or permit anything to be done in, upon or about the venue or bring or keep anything therein in contravention of their rules, regulations, or requirements.

Further, no gasoline, acetylene or other fuel or other combustible or hazardous substances will be permitted inside the venue without the written approval of the

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LICENSOR.

Any decorating or other work, and all material therefore, done or furnished by the USER shall be subject to approval by the LICENSOR and, if necessary in the LICENSOR'S sole judgment, shall also be subject to approval by the City of Anderson Fire Department or Anderson County Fire Marshall, State Fire Marshal, and unless so approved may be prevented from use or removed by the LICENSOR.

All decorations and other combustible material must be fireproofed, and the USER shall deliver to the LICENSOR a flameproofing certificate in the form specified or required by and satisfactory to any governmental body having jurisdiction with respect thereto if necessary in the LICENSOR'S sole judgment.

30.4. The LICENSOR has the right in its sole discretion to take such steps as it may deem necessary to ensure public safety. This may include, but it not necessarily limited to, interruption, termination, or cancellation of the EVENT, public announcements, appropriate staffing of the EVENT, and evacuation of the venue.

30.5. The LICENSOR reserves the right to make announcements in the interest of public safety, to provide information to attendees, or to make such other announcements as it shall deem to be in the interest of the LICENSOR.

30.6. The LICENSOR reserves the right to open the doors when the LICENSOR deems it necessary to safely and orderly move the public into or out of the venue.

30.7. The LICENSOR shall have the sole right to determine when and if it is necessary to evacuate the venue for whatever reason. If such evacuation occurs and results in cancellation of the EVENT, the USER hereby waives any claims for damages against the LICENSOR.

30.8. The LICENSOR has the right to protect the public by staffing the EVENT with the number and type of personnel in the sole discretion of the LICENSOR. The USER will pay all such staffing costs.

30.9. It is further understood and agreed that the USER shall permit no chairs or seats to be or remain in the passageways or fire exits in the venue, and will

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keep all passageways and fire exits clear at all times, and that the sidewalk, grounds, entries, passages, vestibules, halls, elevators, abutting streets, and all ways of access to public utilities of the venue shall not be obstructed by the USER or used for any purpose other than for ingress to and egress from the venue.

30.10. Persons entering or leaving the venue will be subject to a reasonable inspection of cartons, containers, packages or person in order to ensure the safety of the general public, compliance with the rules and regulations of the LICENSOR.

30.11. All patrons of the venue shall be prohibited from bringing food and beverages, bottles, cans containers, video cameras, recording devices, weapons, incendiary devices, or any controlled or illegal substances in, upon or about the venue. Prohibited items list subject to change at the LICENSOR discretion in the interest of public safety. The LICENSOR reserves the right conduct a reasonable search of all persons and their possessions prior to entry.

30.12. The USER agrees not to bring in, upon, or about the venue any material or equipment, which could constitute a hazard to persons or property.

30.13. No parking will be allowed in employee parking areas, fire lanes, loading dock areas, or other areas posted “No Parking.” Unauthorized vehicles parking in these areas or in parking areas reserved as Handicapped Parking shall be removed at the owner’s expense. All parking needs must be advanced.

**31. EJECTION**

31.1. The LICENSOR, or any servant, employee or agent of the LICENSOR, may refuse admission to or to cause to be removed from the LICENSED FACILITIES any person in violation of venue policy.

31.2. Any artisans or workmen employed by the USER shall be subject to the general control of the LICENSOR (but not as an agent, servant or employee of the LICENSOR) while in, upon, or about the venue and maybe refused entrance by the LICENSOR for noncompliance with the provisions of the Agreement or for objectionable or improper conduct.

**32. ANIMALS**

32.1. No animal will be permitted in the venue unless the animal is an approved and advanced part of the show or exhibit or animal is allowed under ADA laws,

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and only if the animal is on a leash, in a pen, a cage or is under similar control by the animal's owner.

**33. SURRENDER**

33.1. After the conclusion of the EVENT, the USER shall, as soon as possible but not later than the end of the VENUES USE PERIOD(S) specified on the Agreement, surrender the LICENSED FACILITES to the LICENSOR. Upon such surrender, the LICENSED FACILITES shall be in the same condition as the beginning of the engagement and in good order, ordinary wear and tear excepted.

33.2. The USER shall remove from the venue any personal property brought or permitted by it in, upon, or about the venue. For noncompliance with this Paragraph, which materially affects any addition, the USER shall pay the LICENSOR upon notification to USER for any expense incurred by the LICENSOR in removing and/or storing such personal property.

**34. DEFAULTS AND TERMINATION**

34.1. If before or during the terms of this Agreement:

(a) the USER makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act,

(b) a receiver or trustee is appointed from the USER or the USER'S property,

(c) execution is issued pursuant to a judgment rendered against the USER,

(d) this Agreement is assigned, passed to or devolves upon any person, firm, or corporation other than the USER or the USER attempts to assign the Agreement without the prior written consent of the LICENSOR, or

(e) the USER defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein.

Then, in any such event, the Agreement shall, at the LICENSOR'S option terminate the Agreement, and the USER shall then surrender to the LICENSOR its rights to the LICENSED FACILITIES, and the USER shall remain liable as hereinafter provided.

34.2. Immediately upon termination of the Agreement as provided in Paragraph 34.1 hereinabove, or at any time thereafter, the LICENSOR, or any other person by its order, may remove all persons and property there from by legal proceeding, force, or otherwise without being liable for any damages therefore.

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34.3. Upon termination the USER shall be responsible to pay the LICENSOR the sum of

(a) the Minimum License Fee,

(b) all other charges due to hereunder including but not limited to all reimbursable cost and expenses incurred by the LICENSOR,

(c) the amount reasonably estimated by the LICENSOR as the amount by which the License Fee would have exceeded the License Fee

(d) all attorneys fees and expenses incurred in connection with such termination, and

(e) any other damages incurred by the LICENSOR, less any amounts previously paid by the USER.

Final settlement shall be conducted within one (1) week.

34.4. In any case of default, the LICENSOR reserves the right to withhold and collect all sums due from the USER from any funds held by the LICENSOR, for whatever purpose initially designated, including but not limited to any of the deposits or other sources herein described, and to secure such sums the USER hereby grants to the LICENSOR a security interest in all funds of the USER held by the LICENSOR and all property of the USER in, upon, or about the venue subsequent to or at the time of any default of the USER hereunder, and the USER hereby mortgages and pledges said funds and property for purposes of securing the payment of all sums due to the LICENSOR. This remedy is not exclusive and the LICENSOR may, at its discretion, pursue any appropriate remedy to recover any or all deficits remaining upon sums due to the LICENSOR.

**35. NON-EXCLUSIVE USE**

35.1. The USER acknowledges that besides the use of the LICENSED FACILITES as contemplated by this Agreement, the venue and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the EVENT and that in order for the LICENSOR to operate as efficiently as practicable, it may or will be necessary for the use or availability of services and facilities of the venue, including without limitation, entrances, truck ramps, receiving areas, marshaling areas, storage areas, and concessions areas, to be scheduled or shared.

The USER agrees that the LICENSOR shall have full, complete and absolute authority to establish priorities and schedules for the use and availability of such services and facilities and to determine when and to what extents any sharing of

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any such services and facilities is necessary or desirable, and the USER agrees to comply with any priorities and schedules so established and to cooperate in any sharing arrangements so determined.

In no event shall the USER enter or use any area, service space, or other portion of the venue other that the LICENSED FACILITIES without first obtaining the LICENSOR'S prior written consent. The decisions of the LICENSOR with regard to such matters shall be final and binding on the USER.

35.2. The LICENSOR, at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system in the venue during the EVENT, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in the venue or elsewhere, and the LICENSOR reserves and retains the exclusive right to use the sound system, display advertising capabilities and facilities in, upon, and about the venue in any manner which, in its sole opinion, is desirable or appropriate, provided only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the EVENT. The USER may not advertise or promote any good or service during the EVENT without the prior consent of the LICENSOR.

**36. ACCESS AND CREDENTIALS**

36.1. The LICENSOR, its officers, directors, servants, agents, representatives, managers, personnel, employees, contractors, subcontractors, invitees, concessionaires, and its concessionaire' servants, employees and agents working said EVENT shall at all times have free access to the venue upon presentation of usual passes issued to them by the LICENSOR.

36.2. Subject to the LICENSOR'S approval as to numbers, the USER may issue photo, press, and backstage passes permitting selected persons access to specified areas of the LICENSED FACILITIES normally closed to the public.

**37. REMEDIES**

37.1. In the event of a breach or threatened breach by the USER of any of its agreements or obligations hereunder, the LICENSOR shall have the right of injunction and the right to invoke any remedy allowed at law or equity or otherwise as if entry, summary proceeding or other remedies were not provided for herein.

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37.2. Reference in this Agreement to any particular remedy shall not prelude the LICENSOR from any other remedy at law or in equity.

**38. FORBEARANCE NOT A WAIVER**

38.1. The LICENSOR'S failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

38.2. No provision of this Agreement shall be deemed to have been waived by the LICENSOR unless specific waiver thereof by the LICENSOR shall be in writing.

**39. NONDISCRIMINATION**

39.1. The USER shall not discriminate against any employee or application for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or mental or physical disability and will not illegally discriminate against and such persons relative to admission, services or privileges offered to or enjoyed by the general public.

39.2. The USER agrees and understands that the Americans with Disabilities Act (ADA) imposes certain requirements as to services, accessibility, accommodation and employment opportunities of persons with disabilities. The USER agrees to comply on behalf of Anderson Sports and Entertainment Center, Anderson County, and the officers, directors, servants, agents, representatives, managers, personnel, and employees of each of them with the requirements of the ADA with respect to the LICENSOR'S business and agrees to assume, defend, indemnify, protect and hold harmless the Anderson Sports and Entertainment Center, Anderson County, and the officers, directors, servants, representatives, managers, personnel, and employees of each of them against any and all claims, demands, losses, actions, or causes of action of whatsoever kind, arising or resulting from the USER'S failure to comply with and fulfill the requirements of the ADA, including costs and reasonable attorneys fees incurred in the defense of any such action.

**40. FORCE MAJEURE**

40.1. In the event the venue or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the LICENSED FACILITIES for the purpose and during the periods specified herein, or if the LICENSED FACILITIES cannot be so used because of strikes, Acts of God,

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national emergency, force majeure, or other causes beyond the control of the LICENSOR, then this Agreement shall terminate.

40.2. The USER hereby waives any claim for damages or compensations from the LICENSOR by reason of such termination except that any unheard portion of the fees or deposits made hereunder shall abate or be refunded by the LICENSOR to the USER.

40.3. Except as otherwise provided in Paragraphs 38.1 and 38.2, or unless due to the LICENSOR'S default, if the USERS shall for any other reason fail to occupy or use the LICENSED FACILITIES in accordance with this License Agreement, no refund shall be made of any amounts paid or payable by the USER to the LICENSOR hereunder.

**41. MATTERS RESERVED TO ANDERSON SPORTS AND ENTERTAINMENT CENTER**

41.1. All matters not expressly addressed by the terms of this Agreement shall be reserved to the sole and absolute discretion of the LICENSOR.

**42. PARTIES AS INDEPENDENT CONTRACTORS**

42.1. The Parties hereto are acting as independent contractors, and this Agreement shall in no way create a partnership, joint venture, or employment relationship between the parties.

**43. PARTIES IN INTEREST/PROVIDING FALSE INFORMATION**

43.1. Unless otherwise stated, the USER herein named is the real party in interest and is not acting for or on behalf of any undisclosed principles. If it is determined that the USER is not the real party in interest or has falsified any information relative to this Agreement and the EVENT, the LICENSOR shall have the right to immediately cancel the EVENT and the USER shall hold Anderson Sports and Entertainment Center, Anderson County, and the officers, directors, servants, agents, representatives, managers, personnel, and employees, of each of them harmless from any expenses or damages arising from such cancellation. The LICENSOR shall also be entitled to full license and related expense payments in the event of cancellation under the conditions described herein.

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**44. NOTICES**

44.1. Unless otherwise provided to contrary, and except as to the return of this Agreement itself upon its being signed by the USER, all notices required under this Agreement shall be deemed given when deposited in the U.S. Mail, postage prepaid, addressed as follows:

| AS TO THE USER: | AS TO ANDERSON COUNTY: |
|---|---|
| | Anderson County |
| | PO Box 8002 |
| | Anderson, SC 29622 |

**45. LEGAL FEES**

45.1. In the event legal action is taken under this Agreement by the USER, and the LICENSOR is the prevailing party, then the LICENSOR shall be entitled to have and recover from the USER any reasonable attorney's fees, costs of suit, and other costs reasonably related to the defense of such action.

**46. INTERPRETATIONS AND ENFORCEMENT**

46.1. The parties hereto expressly agree and consent that this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

46.2. The parties hereto expressly agree and consent, to the extent permitted by law, that any action for enforcement of this Agreement or any rights of the parties arising thereunder or from any breach thereof or default thereunder, other than matters arising under the bankruptcy laws of the United States in an action brought in United States Bankruptcy Court, shall only be brought or maintained in any court located in Anderson County, Anderson, SC, and the parties thereto so hereby expressly submit themselves to the jurisdiction of said Court.

**47. SEVERABILITY**

47.1. In the event any of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, unenforceability shall not affect any other provisions contained herein.

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## 48. WHOLE AGREEMENT

48.1. This Agreement including USER Addendum constitutes the entire agreement between the USER and the LICENSOR with respect to the presentation of the EVENT in the venue. The USER is not relying upon any representations, warranties, or other information, written or oral except as expressly set forth herein. Upon execution and delivery hereof, any rights, duties, obligations and claims arising by reason of any previous agreement relating to the EVENT shall be deemed terminated forthwith. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO, OR OF THE OWNER OR ANY THIRD PARTY HAS THE AUTHORITY TO MAKE, HAVE MADE OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE AND/OR OTHER SUCCESS, OF THE EVENT. THE USER HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OF PERFORMANCE AND/OR OTHER SUCCESS OF THE EVENT IS SOLELY THAT OF THE USER'S OWN DETERMINATION AND JUDGEMENT.

## 49. SUBORDINATION

49.1. The provisions of this Agreement and the USER'S right to use the LICENSED FACILITIES hereunder are hereby made subject and subordinate to the terms and conditions of any lease, agreement, mortgage, or any other encumbrance under which the LICENSOR may be operating the venue. If the LICENSOR'S right to operate the LICENSED FACILITIES expires or is terminated, according to the terms of such lease, agreement or other encumbrance, with fault on the LICENSOR'S part, the LICENSOR shall not be liable to the USER in any way.

## 50. ASSIGNMENT

50.1. Neither this Agreement nor any of the rights, duties or obligations of the USER hereunder shall be assigned, transferred, hypothecated, or encumbered, directly or indirectly, in whole or in part (including without limitation the sale of other transfer of majority equity ownership of the USER), whether by operations of law or otherwise, by the absolute discretion. The USER shall not permit the venue, or any part thereof, to be used or occupied by others without the written consent of the LICENSOR.

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**51. AMENDMENT**

51.1. The Agreement may not be altered, amended, modified, or otherwise changed, except by document in writing, signed by the parties.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS FACILITY USE AGREEMENT TO BE EXECUTED THE DATE SET FORTH HEREIN BELOW.**

For LICENSOR:

_____
By:
Its:
On:

For USER:

_____
By:
Its:
On:

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**RECREATION FACILITY USE AGREEMENT**

Anderson County Facility Use License
[Facility Name Goes here]
[Facility Address goes here]

LICENSOR/LICENSEE: In this document the company, individual, or organization entering into this license agreement will be referred to as the LICENSEE. Anderson County will be referred to as the Licensor.

Requested reservation date(s) and time(s): Recreation space:

LICENSEE: Phone number:

Address: Email:

Payment Amount: Payment Due Date:

**LICENSE TERMS:**

1. ANDERSON COUNTY RIGHTS: Anderson County, or its designees (hereinafter "AC Staff"), have the right to enter any and all areas of the rental space outlined in this license agreement.

2. RESTRICTION ON FIELD USE: Licensor reserves the right to cancel an event in progress or to have questionable portions of the event terminated if such portions contain illegal or patently offensive material. The fields, courts, and other sports areas may only be used for sports events; any other use may result in immediate termination of this agreement and ejection from the premises.

3. UNIFORMED SECURITY: Uniformed security, in the form of an extra duty Anderson County Sheriff's Officer(s), is required for any event that will, or has the likelihood, to go past 9PM.

4. LICENSING TERMS: The Licensor grants to the LICENSEE permission to only use the rental space and fields identified in this agreement. In signing this agreement, the LICENSEE agrees to vacate no later than 12:00 a.m.

5. SUCCESSORS AND ASSIGNS: Terms and conditions of this written agreement are not assignable or transferable.

6. EVENT CANCELLATION: There is no refund in the event of cancellation by the LICENSEE, except for force majeure or if another LICENSEE agrees to rent the fields. If a LICENSEE has excessive cancellations, meaning more than 15% of the rented days are cancelled, then all future events or rental dates may be cancelled by the Licensor.

7. DEFACEMENTS/STICKERS-DECALS: Decorations, signs, banners, etc. may not be taped, nailed, tacked, stapled, or otherwise fastened to any part of the Anderson County facility. No adhesive-backed, stick-on decals or any similar items will be allowed on Anderson County property. Any such decals or stickers which are adhered to any surface of Anderson County property will be subject to the LICENSEE paying the County a penalty to be determined for the removal.

8. PROHIBITED ACTIONS: Abusive language, threat, assault, vandalism, theft, use of alcoholic beverages, and all other inappropriate actions may result in immediate removal from Anderson County property, and arrest or prosecution of parties involved.

9. RENEWAL OF ANNUAL EVENTS: The date(s) are not guaranteed the same time each year.

10. LIABILITY INSURANCE:

A. Comprehensive General Liability. LICENSEE shall maintain at all times during the term of this license comprehensive general liability insurance coverage, for terms and conditions deemed appropriate by the LICENSEE to protect its interests, with a minimum $1,000,000 per occurrence limit. Comprehensive Liability coverage for LICENSEE's subcontractors, if any, shall be obtained with a $1,000,000 policy limit. LICENSEE to name Anderson County as Additional Insured.

B. Certificate of Coverage. LICENSEE shall furnish to Licensor, no later than 30 days before the event, a certificate or certificates evidencing such insurance coverage with companies doing business in South Carolina and acceptable to Licensor covering:

i. The coverage and policy limits contained herein, including Anderson County as additionally insured.
ii. The location and the operation to which the insurance applies.
iii. The expiration date of the policy(ies).
iv. The name and address of the party to whom the certificates should be issued:

Anderson County
PO Box 8002
Anderson, SC 29622
Attention: County Administrator

If such coverage is canceled, reduced, or materially changed, LICENSEE shall within 15 days of such event notify the Licensor of such cancellation, reduction, or material change of coverage and provide a certificate showing that the required insurance has been reinstated or is being provided through another insurance company or companies.

C. Waiver of Liability Insurance. LICENSEE may opt out of the insurance requirements under this section if LICENSEE obtains an insurance waiver form from all guests and participants invited or allowed to attend events at Anderson County facilities. LICENSEE must use the insurance waiver form provided by Anderson County. LICENSEE shall be responsible for the liability insurance referenced above unless the insurance waiver forms are submitted to and received by Anderson County prior to the event.

11. DAMAGE TO PREMISES: The LICENSEE agrees that if any portion of the premises, fixtures, or equipment made available to the LICENSEE, is damaged during the term of this agreement, by the act, or negligence of the LICENSEE, its agents, employees, patrons, or guests, the LICENSEE will pay the Licensor the sum necessary to restore the premises to an undamaged condition.

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12. COMPLIANCE: The LICENSEE agrees to comply with this agreement, laws, ordinances, rules, and regulations adopted by federal, state and local government agencies or Licensor. The LICENSEE will require that its agents and guests will likewise comply. No activities in violation of these laws, ordinances, rules, or regulations will be allowed on the premises and will be the responsibility of the LICENSEE to enforce these provisions.

13. INDEMNITY: The LICENSEE agrees to indemnify, defend and hold harmless Anderson County, its agents and employees, from any and all damages, expenses, costs and fees, including legal fees, charges, loss, and liability, whether groundless or otherwise which may be incurred against Anderson County by reason of suits, actions, claims, or proceedings, judgments or administrative rulings arising out of in connection with this agreement, including but not limited to injury, damage to persons or property sustained or claimed to have been sustained by anyone whosoever by reason of the use or occupation of the facilities herein described, whether such use is authorized or not. LICENSEE is not responsible for indemnification of Licensor if the damages are caused by Licensor, its agents, invited guests, or its employees.

14. CHOICE FOR LAWS; JURISDICTION: This agreement shall be constructed pursuant to the laws of the State of South Carolina and any disputes arising hereunder and actions arising therefrom shall be brought in the Court of Common Pleas for Anderson County, South Carolina or Federal District Court for South Carolina.

15. GENERAL SAFETY: Common sense safety procedures must be followed at all times. This includes following all signs posted on the premises.

16. PARKING: Parking is not permitted in the fire lanes, sidewalks, in front of entrances, walkways, grassy areas, or any unauthorized areas.

17. BOUNCY HOUSES: No type of bouncy house is to be allowed on the property.

18. Tournaments: If a tournament is scheduled, a deposit may be required. If a deposit is required but unpaid, the Licensor may allow another tournament or other LICENSEE to use those days.

19. ASEC Concessions: There shall be no food or beverage service at the Anderson Sports and Entertainment Center except those services provided through Licensor, unless written permission is granted to include such other food or beverage service. LICENSEE may not invite, provide, or procure food and beverage service in any manner at the Anderson Sports and Entertainment Center unless written permission is granted.

20. ANIMALS AND PETS: No animals or pets are permitted in the Anderson Sports and Entertainment Center or upon any field owned or maintained by Anderson County.

21. LODGING INFORMATION: Please contact our Convention and Visitors Bureau (Visit Anderson) for any overnight hotel accommodations that you might need for your event. Contact --- Neil Paul Neil.Paul@andersoncountysc.gov 864-716-3660

22. PENALTY: In the event this license agreement is breached in any way, the AC Staff may assign a reasonable penalty for the breach. The penalty for the breach (i) may be deducted from any deposit, (ii) may be deducted from any credit assigned to LICENSEE, or (iii) the AC Staff may demand payment for such penalty. Failure to pay any reasonable penalty for the breach of this agreement gives Anderson County the right to terminate this license agreement and any other agreement between the parties. This penalty is in addition to all other remedies legally available. Any violation of this agreement allows Licensor to terminate this license agreement, including any use of space detailed herein. If Licensor terminates this agreement because of any violation, then LICENSEE shall have no right to any damages of any kind. LICENSEE hereby waives any damages against Licensor for Licensor's termination of this license agreement, including lost or expected profits.

23. Notification. Notification by the Licensor to the LICENSEE is completed when an email is sent to the address provided above or a voicemail message is left at the number provided above.

24. EJECTION: Failure to follow these license terms or any posted signage may result in ejection from the premises.

25. SPECIAL TERMS: Special Terms may be handwritten in this area by the Licensor.

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*The undersigned do hereby agree to the licensing of the specified portion of the Anderson County facility for the date(s) and purpose set out above. This agreement is only valid once signed by the LICENSEE Representative and an Anderson County Representative.*

*Upon signing this agreement, I agree to the above terms and conditions:*

_____ _____

*LICENSEE Representative* *DATE*

_____ _____

*Anderson County Representative* *DATE*

# MEMORANDUM

## ANDERSON COUNTY ADMINISTRATOR'S OFFICE

**DATE:** 9/9/2026

**TO:** COUNTY COUNCIL

**FROM:** STEVE NEWTON

**CC:** RUSTY BURNS
RENEE WATTS
RITA DAVIS
ATAX ADVISORY COMMITTEE

**SUBJECT:** ATAX COMMITTEE

Council Members,

The ATAX Advisory Board met on September 8th to review this year's applications from the FY 26-27 ATAX Tourism-Related Expenditures allotment. Please see attached a spreadsheet and supporting summary document describing the applications and the board's recommendations.

Feel free to contact me should you have questions.

**Tommy Dunn**
Chairman, District 5

**Chris Sullivan**
Council District 1

**Greg Elgin**
Council District 3

**Cindy Wilson**
Council District 7

ANDERSON COUNTY
SOUTH CAROLINA

**Brett Sanders**
V. Chairman, District 4

**Glenn A. Davis**
Council District 2

**Jimmy Davis**
Council District 6

**Renee D. Watts**
Clerk to Council

**Rusty Burns** | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

## ATAX 26-27 (As Approved by ATAX Advisory Committee 9/8/2027)

| # | Applicant | Event/Purpose | Received Last Year | 26-27 Request | Committee Recommendations |
|---|---|---|---|---|---|
| 1 | American Legion | Military Heritage | $ - | $ 53,650.00 | $ 1,000.00 |
| 2 | Anderson Area YMCA | Midnight Flight | $ 2,000.00 | $ 3,000.00 | $ 2,000.00 |
| 3 | Anderson Arts Center | Marketing & Operations | $ 15,950.07 | $ 30,000.00 | $ 15,855.63 |
| 4 | Anderson County CVB | ACA Hartwell Slam | $ 20,000.00 | $ 33,500.00 | $ 12,000.00 |
| 5 | Anderson County CVB | Advertising | $ 15,000.00 | $ 30,000.00 | $ 15,000.00 |
| 6 | Anderson County CVB | Bass Nation Championship | $ - | $ 36,000.00 | $ 18,000.00 |
| 7 | Anderson County CVB | Bass University | $ 12,500.00 | $ 10,000.00 | $ 5,000.00 |
| 8 | Anderson County CVB | Bassmaster Classic | $ - | $ 55,000.00 | $ 45,000.00 |
| 9 | Anderson County CVB | Marketing | $ 28,000.00 | $ 40,000.00 | $ 28,000.00 |
| 10 | Anderson County CVB | Operations | $ 30,000.00 | $ 55,000.00 | $ 30,000.00 |
| 11 | Anderson County CVB | Saluda River Rally | $ 4,000.00 | $ 12,000.00 | $ 2,000.00 |
| 12 | Anderson County CVB | SC USA Gymnastics | $ 12,000.00 | $ 20,000.00 | $ 13,000.00 |
| 13 | Anderson County CVB | TBF High School Fishing World Finals | $ - | $ 50,000.00 | $ 20,000.00 |
| 14 | Anderson County CVB | Tiger Classic Gymnastics | $ 12,000.00 | $ 12,000.00 | $ 12,000.00 |
| 15 | Anderson County Meals on Wheels | Charity Run | $ - | $ 1,000.00 | $ 500.00 |
| 16 | Anderson County Museum | Promotions | $ 24,000.00 | $ 55,000.00 | $ 20,500.00 |
| 17 | Anderson Senior Follies | Season Promotions | $ 1,500.00 | $ 2,500.00 | $ 1,500.00 |
| 18 | ASEC-Celebrate Anderson | Event Promotion | $ 12,000.00 | $ 25,000.00 | $ 12,000.00 |
| 19 | ASEC | Marketing | $ - | $ 35,000.00 | $ 25,000.00 |
| 20 | Belton Alliance-Chili Cookoff | Event Promotion | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 |
| 21 | Belton Area Museum Assn. | Advertising | $ 2,500.00 | $ 2,500.00 | $ 2,000.00 |
| 22 | Belton Area Museum Assn. | Improvements | $ 1,500.00 | $ 1,500.00 | $ 1,500.00 |
| 23 | Belton Area Museum Assn. | Heritage Days | $ - | $ 3,000.00 | $ 2,000.00 |
| 24 | Belton Tennis Assoc. | Tennis Tournaments | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 |
| 25 | Cancer Association of Anderson | Hot Air Affair | $ - | $ 25,000.00 | $ 12,500.00 |
| 26 | Clemson Little Theatre | Season Promotions | $ 500.00 | $ 750.00 | $ 500.00 |
| 27 | Connect Powdersville / Anderson County | Rhythm on the River | $ - | $ 25,000.00 | $ 12,500.00 |
| 28 | Discover Upcountry Carolina | Marketing | $ 10,000.00 | $ 30,000.00 | $ 7,500.00 |
| 29 | Electric City Playhouse | Marketing Outreach | $ 500.00 | $ 1,000.00 | $ 500.00 |
| 30 | Envision Williamston | Accessibility Improvements | $ 12,000.00 | $ 25,000.00 | $ 12,000.00 |

| # | Applicant | Event/Purpose | Received Last Year | 26-27 Request | Committee Recommendations |
|---|---|---|---|---|---|
| 31 | GAMAC | Season Promotions | $ 1,500.00 | $ 1,500.00 | $ 1,500.00 |
| 32 | Garrison Arena-Advertising | Marketing | $ 12,000.00 | $ 15,000.00 | $ 12,000.00 |
| 33 | Honea Path | Fall Festival | $ 7,000.00 | $ 6,950.00 | $ 5,800.00 |
| 34 | Honea Path | Independence Day | $ 7,900.00 | $ 3,740.00 | $ 3,740.00 |
| 35 | Honea Path | Spring Bluegrass Festival | $ 6,600.00 | $ 9,950.00 | $ 7,000.00 |
| 36 | Iva Community Rec. | Dixie Youth Softball Tournament | $ 20,000.00 | $ 60,000.00 | $ 22,000.00 |
| 37 | Iva (Town) | Chili Cookoff | $ - | $ 500.00 | $ 500.00 |
| 38 | Iva (Town) | Depot Days | $ - | $ 2,000.00 | $ 1,450.00 |
| 39 | Lake Hartwell Country | Marketing | $ 10,000.00 | $ 15,000.00 | $ 10,000.00 |
| 40 | Main Street Program of Anderson | Car Show | $ 7,500.00 | $ 7,500.00 | $ 7,500.00 |
| 41 | Main Street Program of Anderson | Season Promotions | $ 5,000.00 | $ 7,500.00 | $ 4,000.00 |
| 42 | Market Theatre | Broadway @ Green Pond | $ 12,500.00 | $ 25,000.00 | $ 9,500.00 |
| 43 | Mill Town Players | Season Promotions | $ 3,200.00 | $ 4,701.74 | $ 3,200.00 |
| 44 | Pendleton FBHC | History Challenge | $ - | $ 2,000.00 | $ 250.00 |
| 45 | Pendleton FBHC | Keese Barn Festival | $ - | $ 7,000.00 | $ 5,000.00 |
| 46 | Pendleton Historic Foundation | Marketing | $ 3,500.00 | $ 10,916.00 | $ 3,500.00 |
| 47 | Pendleton Historic Foundation | Woodburn | $ - | $ 5,300.00 | $ 5,000.00 |
| 48 | Pendleton Pride In Motion | Signage | $ - | $ 13,700.00 | $ 500.00 |
| 49 | Pendleton (Town) | Fall Harvest Festival | $ - | $ 6,848.00 | $ 6,000.00 |
| 50 | SC Jersey Cattle Association | Cattle Show | $ 3,500.00 | $ 4,650.00 | $ 3,500.00 |
| 51 | Senior League Baseball World Series | Tournament (Out of County) | $ - | $ 40,000.00 | $ - |
| 52 | Upstate Heritage Quilt Trail | Marketing | $ 750.00 | $ 1,302.75 | $ 900.00 |
| 53 | Williamston (Town) | Freedom Festival | $ 4,000.00 | $ 25,000.00 | $ 4,000.00 |
| 54 | Williamston Spring Water Committee | Christmas Festival | $ 800.00 | $ 1,000.00 | $ 1,000.00 |
| 55 | Williamston Spring Water Committee | Spring Water Festival | $ 2,000.00 | $ 3,100.00 | $ 2,000.00 |
| | **TOTAL** | | **N/A** | **$ 968,558.49** | **$ 465,195.63** |
| | **AVAILABLE FOR ALLOCATION** | | | | **$ 465,195.63** |

**Anderson County ATAX Committee**
**Requests & Recommendation Summary for FY 2026-27**

Below is a summary of the requests and recommendations for Accommodations Tax (ATAX) funding from Anderson County for fiscal year 2026-2027.

**Total ATAX Funds Requested: $968,558.49 ($762,965.63 last year).**
**Total ATAX Funds Available: $465,195.63** ($461,531.22 last year).

1. Applicant: American Legion W.A. Hudgens Post 14
   Project: Military Heritage Campus Visitor Tourism & Enhancement
   Duration: October 2026-September 2027
   Description: Requests ATAX for costs related to marketing and promotion of military heritage museum.
   **FY 26 Allocation: N/A**
   **FY 27 Request: $53,650**
   **County Staff: $2,000**
   **Committee: $1,000**
   **Council: $**

2. Applicant: Anderson Area YMCA
   Project: Michelin Midnight Flight
   Duration: August 13, 2027
   Description: Seeks ATAX for marketing & advertising in running journals, regional print & broadcast media; 700 tourists reported for 2026 event; Project 90 hotel room nights
   **FY 26 Allocation: $2,000**
   **FY 27 Request: $3,000**
   **County Staff: $2,000**
   **Committee: $2,000**
   **Council: $**

3. Applicant: Anderson Arts Center
   Project: Attracting Tourists through the Arts
   Duration: October 2026-September 2027
   Description: Requests ATAX for advertising to tourists, programming & operational costs for its building.
   **FY 26 Allocation: $15,950.07**
   **FY 27 Request: $30,000**
   **County Staff: $15,355.63**
   **Committee: $15,855.63**
   **Council: $**

4. Applicant: Anderson County CVB
   Project: ACA (Association of Collegiate Anglers) Hartwell Slam
   Duration: April 1-4, 2027
   Description: Estimated 1,750 hotel room nights with $500K economic impact. ATAX funds requested for advertising, tourist shuttle transportation & municipal services to serve tourists, and marketing
   **FY 26 Allocation: $20,000**
   **FY 27 Request: $33,000**
   **County Staff: $12,000**
   **Committee: $12,000**
   **Council: $**

5. Applicant: Anderson County CVB
   Project: Advertising
   Duration: October 2026-September 2027
   Description: ATAX will pay for: print advertising (including State Travel Guide, Discover Upcountry), digital/social media ads, and trade/expo shows.
   **FY 26 Allocation: $15,000**
   **FY 27 Request: $30,000**
   **County Staff: $15,000**
   **Committee: $15,000**
   **Council: $**

6. Applicant: Anderson County CVB
   Project: Bass Nation Championship
   Duration: November 17-21, 2026
   Description: 500 anglers; projected 2,500 room nights
   **FY 26 Allocation: $0**
   **FY 27 Request: $36,000**
   **County Staff: $18,000**
   **Committee: $18,000**
   **Council: $**

7. Applicant: Anderson County CVB
   Project: Bass University
   Duration: January 15-17, 2027
   Description: Pro fisherman teaching techniques. Previous edition yielded 275 room nights with attendees from 10 states. Funds to pay for TV, digital, and social media ads.
   **FY 26 Allocation: $12,500**
   **FY 27 Request: $10,000**
   **County Staff: $5,000**
   **Committee: $5,000**
   **Council: $**

8. Applicant: Anderson County CVB
   Project: Bassmaster Classic
   Duration: March 15-21, 2027
   Description: 5,500 room nights projected
   **FY 26 Allocation: N/A**
   **FY 27 Request: N/A**
   **County Staff: $45,000**
   **Committee: $45,000**
   **Council: $**

9. Applicant: Anderson County CVB
   Project: Marketing
   Duration: October 2026-September 2027
   Description: ATAX is requested for: destination marketing plan, social media marketing, angler sponsorships, visitor center updates, and related eligible expenditures
   **FY 26 Allocation: $28,000**
   **FY 26 Request: $40,000**
   **County Staff: $28,000**
   **Committee: $28,000**
   **Council: $**

10. Applicant: Anderson County CVB
    Project: Operations
    Duration: October 2026-September 2027
    Description: ATAX would help pay for the operation of its Visitor Center including common area maintenance, insurance & utilities.
    **FY 26 Allocation: $30,000**
    **FY 27 Request: $55,000**
    **County Staff: $30,000**
    **Committee: $30,000**
    **Council: $**

11. Applicant: Anderson County CVB
    Project: Saluda River Rally
    Duration: June 5, 2027
    Description: Funds requested for advertising & marketing; 60 hotel room nights projected
    **FY 26 Allocation: $4,000**
    **FY 27 Request: $12,000**
    **County Staff: $2,000**
    **Committee: $2,000**
    **Council: $**

12. Applicant: Anderson County CVB
Project: SC USA Gymnastics
Duration: March 19-21 and April 2-4, 2027
Description: This event will draw 1,100 competitors from across the state, with 70% coming from the Midlands and Lowcountry. ATAX would pay for marketing costs and public safety services.
**FY 26 Allocation: $12,000**
**FY 27 Request: $20,000**
**County Staff: $13,000**
**Committee: $13,000**
**Council: $**

13. Applicant: Anderson County CVB
Project: TBF HS World Fishing Finals
Duration: June 22-26, 2027
Description: 800+ competitors expected from around the globe. 5,000+ room nights estimated. Four-day event. ATAX would pay for marketing costs and public safety services.
**FY 26 Allocation: N/A**
**FY 27 Request: $50,000**
**County Staff: $20,000**
**Committee: $20,000**
**Council: $**

14. Applicant: Anderson County CVB
Project: Tiger Classic Gymnastics
Duration: February 4-7, 2027
Description: Up to 1,200 competitors expected from SC, GA, NC, and other states. Four-day event. ATAX would pay for marketing costs and public safety services.
**FY 26 Allocation: $12,000**
**FY 27 Request: $12,000**
**County Staff: $12,000**
**Committee: $12,000**
**Council: $**

15. Applicant: Anderson County Meals on Wheels
Project: Charity Run
Duration: June 11-12, 2027
Description: ATAX funding would go towards advertising & marketing costs. 100-150 room nights est.
**FY 26 Allocation: N/A**
**FY 27 Request: $1,000**
**County Staff: $1,000**
**Committee: $500**
**Council: $**

16. Applicant: Anderson County Museum
Project: Promotion of Museum Events & Exhibits
Duration: October 2026-September 2027
Description: ATAX funding would go towards digital ads, print ads, and social media advertising. It will advertise permanent exhibits, special events and programs to tourists.
**FY 26 Allocation: $24,000**
**FY 27 Request: $55,000**
**County Staff: $20,000**
**Committee: $20,500**
**Council: $**

17. Applicant: Anderson Senior Follies
Project: Season Promotions
Duration: March 12-15, 2026
Description: ATAX would fund advertising/marketing efforts. Zip code data confirms 75% of tickets sold for 2025 show came from outside of Anderson zip codes.
**FY 26 Allocation: $1,500**
**FY 26 Request: $2,500**
**County Staff: $1,500**
**Committee: $1,500**
**Council: $**

18. Applicant: Anderson Sports & Entertainment Center
Project: Celebrate Anderson
Duration: September 2027
Description: Attracts 1,000+ tourists from out of market areas in South Carolina & 1,700 from other states. Approx. 500 room nights. Requesting ATAX for Municipal Services to serve tourists & Advertising to Tourists
**FY 25 Allocation: $12,000**
**FY 26 Request: $25,000**
**County Staff: $12,000**
**Committee: $12,000**
**Council: $**

19. Applicant: Anderson Sports & Entertainment Center
Project: Amphitheatre Marketing
Duration: October 2026-September 2027
Description: ATAX funds will be used to support marketing and advertising for the venue itself, including but not limited to digital, print, and out-of-home advertising, as well as entertainment trade publications such as Pollstar and Billboard, and online industry resources like ROSTR reaching promoters and touring professionals

**FY 26 Allocation:** **N/A**
**FY 27 Request:** **$35,000**
**County Staff:** **$25,000**
**Committee:** **$25,000**
**Council:** **$**

20. Applicant: Belton Alliance
Project: SC Chili Cook-Off
Duration: April 17 & 18, 2027
Description: ATAX is requested for print ads, radio ads, and website; 100 room nights projected
**FY 26 Allocation:** **$6,000**
**FY 27 Request:** **$6,000**
**County Staff:** **$6,000**
**Committee:** **$6,000**
**Council:** **$**

21. Applicant: Belton Area Museum Assn.
Project: Advertising
Duration: October 2026-September 2027
Description: ATAX requested for an ad in the Upcountry SC Visitor Guide & Webhosting.
**FY 26 Allocation:** **$2,500**
**FY 27 Request:** **$2,500**
**County Staff:** **$2,000**
**Committee:** **$2,000**
**Council:** **$**

22. Applicant: Belton Area Museum Assn.
Project: Facility Improvements
Duration: December 2026
Description: ATAX would pay for permanent improvement at the museum—specifically, new carpeting to replace existing, which is worn and a tripping hazard . Staff believes this can be considered an ATAX-eligible expense under regulations concerning operational costs.
**FY 26 Allocation:** **$1,500**
**FY 27 Request:** **$1,500**
**County Staff:** **$1,500**
**Committee:** **$1,500**
**Council:** **$**

23. Applicant: Belton Area Museum Assn.
Project: Heritage Days
Duration: October 1-3, 2026
Description: ATAX requested to pay for hotel rooms to accommodate 9 heritage skills artisans.

**FY 26 Allocation:** **N/A**
**FY 27 Request:** **$3,000**
**County Staff:** **$2,000**
**Committee:** **$2,000**
**Council:** **$**

24. Applicant: Belton Tennis Association
Project: Tennis Tournaments/Events
Duration: October 2025-September 2026
Description: Funds for ATAXX-eligible activities related to hosting 5 multi-day tennis tournaments, including the Palmetto Championships. 795 room nights are projected for these activities.
**FY 26 Allocation:** **$10,000**
**FY 27 Request:** **$10,000**
**County Staff:** **$10,000**
**Committee:** **$10,000**
**Council:** **$**

25. Applicant: Cancer Association of Anderson
Project: Hot Air Affair
Duration: October 2025-September 2026
Description: For the past several years, this event has attracted 30,000+ visitors to the Civic Center Sports and Entertainment Complex. A new addition this year is the Rural Agricultural Expo which will be in the Civic Center Arena and will have agricultural education exhibits, demonstrations, etc. Funds will pay for advertising, municipal services, and lodging for pilots/officials.
**FY 26 Allocation:** **N/A**
**FY 27 Request:** **$25,000**
**County Staff:** **$12,500**
**Committee:** **$12,500**
**Council:** **$**

26. Applicant: Clemson Little Theatre
Project: Annual Advertising Budget
Duration: October 2026-September 2027
Description: ATAX would fund promotional mailings, new season brochures social media & radio ads.
**FY 26 Allocation:** **$500**
**FY 27 Request:** **$750**
**County Staff:** **$500**
**Committee:** **$500**
**Council:** **$**

27. Applicant: Connect Powdersville & Anderson County
Project: Rhythm on the River
Duration: October 2025-September 2026
Description: 100-150 room nights projected based on previous year's event. ATAX would fund marketing expenses.
**FY 26 Allocation: $N/A**
**FY 27 Request: $25,000**
**County Staff: $12,500**
**Committee: $12,500**
**Council: $**

28. Applicant: Discover Upcountry Carolina Assn.
Project: Advertising & Marketing
Duration: October 2026-September 2027
Description: ATAX would fund print ads to tourists in publications including Southern Living, SE Travel Guide & Woman's Day, as well as digital ads and collateral materials.
**FY 26 Allocation: $10,000**
**FY 27 Request: $30,000**
**County Staff: $10,000**
**Committee: $7,500**
**Council: $**

29. Applicant: Electric City Playhouse
Project: Marketing Outreach
Duration: October 2026-September 2027
Description: 10-20 hotel room nights estimated.
**FY 26 Allocation: $500**
**FY 27 Request: $750**
**County Staff: $500**
**Committee: $500**
**Council: $**

30. Applicant: Envision Williamston
Project: Accessibility Improvements
Duration: October 2025-September 2026
Description: Funds would go towards costs related to ADA upgrades to Town Hall and outdoor public event areas. Significant matching funds provided by the town.
**FY 26 Allocation: $12,000**
**FY 27 Request: $25,000**
**County Staff: $12,000**
**Committee: $12,000**
**Council: $**

31. Applicant: GAMAC
Project: Concert Season Marketing
Duration: October 2026-September 2027
Description: ATAX would fund advertising and marketing expenses. Applicants estimate 30-80 room nights.
**FY 25 Allocation: $1,500**
**FY 26 Request: $1,500**
**County Staff: $1,500**
**Committee: $1,500**
**Council: $**

32. Applicant: T. Ed Garrison Arena & Expo Center
Project: Garrison Arena Advertising & Marketing
Duration: October 2026-September 2027
Description: Facility events have an annual economic impact of $36.5 million.
**FY 26 Allocation: $12,000**
**FY 27 Request: $15,000**
**County Staff: $12,000**
**Committee: $12,000**
**Council: $**

33. Applicant: Town of Honea Path
Project: Honea Path Fall Festival
Duration: October 10, 2026
Description: Applicant requests ATAX for Tourist Shuttle Transportation, Print Ads to tourists, Municipal Services to Serve Tourists. Eligible budget activities total up to $5,800
**FY 26 Allocation: $7,000**
**FY 27 Request: $6,950**
**County Staff: $5,800**
**Committee: $5,800**
**Council: $**

34. Applicant: Town of Honea Path
Project: Honea Path's July 4th Celebration
Duration: June 27, 2026
Description: Applicant requests ATAX for Print & Billboard Ads and Municipal Services to Serve Tourists.
**FY 26 Allocation: $7,900**
**FY 27 Request: $3,740**
**County Staff: $3,740**
**Committee: $3,740**
**Council: $**

35. Applicant: Town of Honea Path
Project: Spring Bluegrass Festival
Duration: April 10, 2027
Description: Applicant requests ATAX for Print & Billboard Ads and Municipal Services to Serve Tourists.
**FY 25 Allocation: $6,600**
**FY 26 Request: $9,950**
**County Staff: $7,000**
**Committee: $7,000**
**Council: $**

36. Applicant: Iva Community Recreation Assn.
Project: Dixie State Softball Championships
Duration: July 2027
Description: Iva Rec. will host championships for two softball divisions over 7 days. Est. economic impact in excess of $2 million. ATAX will fund advertising to tourists, municipal services for tourists, and facility upgrades.
**FY 26 Allocation: $20,000**
**FY 27 Request: $60,000**
**County Staff: $20,000**
**Committee: $22,000**
**Council: $**

37. Applicant: Iva (Town)
Project: Chili Cookoff
Duration: October 15, 2026
Description: Eligible ATAX activities total $700. Recommend not funding bands and inflatables.
**FY 26 Allocation: N/A**
**FY 27 Request: $500**
**County Staff: $500**
**Committee: $500**
**Council: $**

38. Applicant: Iva (Town)
Project: Depot Days
Duration: October 9-10, 2026
Description: Eligible ATAX activities total $1,450. Recommend not funding bands, inflatables, etc.
**FY 26 Allocation: N/A**
**FY 27 Request: $2,000**
**County Staff: $1,450**
**Committee: $1,450**
**Council: $**

39. Applicant: Lake Hartwell Country
Project: Marketing for Anderson County
Duration: October 2026-September 2027
Description: ATAX would fund a digital marketing campaign focused on Lake Hartwell, using social media and OTT ads on streaming services.
**FY 26 Allocation: $10,000**
**FY 27 Request: $15,000**
**County Staff: $10,000**
**Committee: $10,000**
**Council: $**

40. Applicant: Main Street Program of Anderson
Project: Day B4 Father's Day Car Show
Duration: June 21, 2027
Description: ATAX would pay for Advertising to Tourists & Municipal Services to Serve Tourists. 40 overnight visitors projected, 16,500 total attendance.
**FY 26 Allocation: $7,500**
**FY 27 Request: $7,500**
**County Staff: $7,500**
**Committee: $7,500**
**Council: $**

41. Applicant: Main Street Program of Anderson
Project: Promotions
Duration: October 2026-September 2027
Description: ATAX would pay for social media ads to people more than 50 miles from Anderson.
**FY 26 Allocation: $5,000**
**FY 27 Request: $7,500**
**County Staff: $4,000**
**Committee: $4,000**
**Council: $**

42. Applicant: The Market Theatre
Project: Broadway Musical at Green Pond Landing
Duration: May 20-24, 2027
Description: Funds to be used for destination advertising & promotion. Last year's events drew 3,300 attendees.
**FY 26 Allocation: $12,500**
**FY 27 Request: $25,000**
**County Staff: $9,000**
**Committee: $9,500**
**Council: $**

43. Applicant: Mill Town Players
Project: Season Brochures
Duration: October 2026-September 2027
Description: 300 room nights projected. ATAX will pay for Rack cards in SC Welcome Centers and Facebook boosted posts.
**FY 26 Allocation: $3,200**
**FY 26 Request: $4,701.74**
**County Staff: $3,200**
**Committee: $3,200**
**Council: $**

44. Applicant: PFBHC (Pendleton Foundation for Black History & Culture)
Project: Pendleton History Challenge
Duration: October 10, 2026
Description: ATAX would fund print ads and digital ads. Some requested costs ineligible. Half-day event.
**FY 26 Allocation: N/A**
**FY 26 Request: $2,000**
**County Staff: $250**
**Committee: $250**
**Council: $**

45. Applicant: PFBHC (Pendleton Foundation for Black History & Culture)
Project: Keese Barn Festival
Duration: April 3, 2027
Description: The festival celebrates regional Black history, arts, entrepreneurship, and community heritage while drawing visitors into Anderson County for a full-day experience of performances, vendors, and family activities. ATAX would fund print ads, digital ads, and tourist-related services. Some requested costs ineligible. The amount recommended covers all eligible budget costs.
**FY 26 Allocation: N/A**
**FY 26 Request: $7,000**
**County Staff: $5,750**
**Committee: $5,000**
**Council: $**

46. Applicant: Pendleton Historic Foundation
Project: Marketing
Duration: October 2026-September 2027
Description: ATAX would fund print ads and digital ads. Some requested print ads Efforts expected to generate 500 hotel nights.

**FY 26 Allocation:** **$3,500**
**FY 27 Request:** **$10,916**
**County Staff:** **$3,500**
**Committee:** **$3,500**
**Council:** **$**

47. Applicant: Pendleton Historic Foundation
Project: Woodburn Renovations
Duration: October 2026-September 2027
Description: ATAX funds requested to fund renovations of necessary facilities at Woodburn.
**FY 26 Allocation:** **N/A**
**FY 27 Request:** **$5,300**
**County Staff:** **$5,000**
**Committee:** **$5,000**
**Council:** **$**

48. Applicant: Pendleton Pride in Motion
Project: Explore Historic Pendleton: Walking Tour, Visitor Map, & Tourism Promotion
Duration: October 2026-September 2027
Description: The project is designed improve the experience of visitors already traveling to Anderson County, and encourage visitors to spend more time exploring Pendleton's historic sites, etc. These are certainly worthy goals; however, the amount requested is considerable, and many of these can be funded through other programs. Staff recommends funding to help with website, wayfinding, and marketing materials.
**FY 26 Allocation:** **N/A**
**FY 27 Request:** **$13,700**
**County Staff:** **$500**
**Committee:** **$500**
**Council:** **$**

49. Applicant: Pendleton (Town)
Project: Fall Harvest Festival
Duration: October 10, 2026
Description: Funding requested for advertising and promotion. Recommend full funding less amount requested for ads on CATBUS.
**FY 26 Allocation:** **N/A**
**FY 27 Request:** **$6,848**
**County Staff:** **$6,000**
**Committee:** **$6,000**
**Council:** **$**

50. Applicant: SC Jersey Assn.
Project: Clemson Spring Dairy Show
Duration: March 23-27, 2027
Description: Event will require a total of 450 local room nights to accommodate participants.
**FY 26 Allocation: $3,500**
**FY 27 Request: $4,650**
**County Staff: $3,500**
**Committee: $3,500**
**Council: $**

51. Applicant: Senior League Baseball World Series
Project: Marketing & Promotion
Duration: July 20-August 8, 2027
Description: This event is being held in Easley/Pickens County. While there will surely be benefit to hotels in the Anderson area, funding an out-of-county event would set a very tenuous precedent.
**FY 26 Allocation: N/A**
**FY 27 Request: $40,000**
**County Staff: $0**
**Committee: $0**
**Council: $**

52. Applicant: Upstate Heritage Quilt Trail
Project: Marketing
Duration: October 2026-September 2027
Description: Request funding for marketing quilt trail locations in Anderson County.
**FY 26 Allocation: $750**
**FY 27 Request: $1,302.75**
**County Staff: $150**
**Committee: $900**
**Council: $**

53. Applicant: Town of Williamston
Project: Freedom Festival 2027
Duration: June 27, 2026
Description: The Freedom Festival is a significant regional event; however, many items in the budget are ineligible for ATAX, Staff recommends funding for ATAX-eligible items (Public Safety, Advertising, Promotion, Marketing)
**FY 26 Allocation: $4,000**
**FY 27 Request: $25,000**
**County Staff: $4,000**
**Committee: $4,000**
**Council: $**

54. Applicant: Williamston Springwater Committee
Project: Williamston Christmas Park
Duration: November 30, 2025-January 1, 2026
Description: Lighted displays throughout the Christmas season draw 6,000-10,000 visitors from the area and across the Upstate. ATAX funds will be used for a billboard and other ATAX-eligible promotional endeavors.

| | |
|---|---|
| **FY 26 Allocation:** | **$800** |
| **FY 27 Request:** | **$1,000** |
| **County Staff:** | **$1,000** |
| **Committee:** | **$1,000** |
| **Council:** | **$** |

55. Applicant: Williamston Springwater Committee
Project: Springwater Festival
Duration: May 1-2, 2026
Description: 5,000 attended this year's event. ATAX would fund: Billboards, statewide print ads, and Welcome Center cards.

| | |
|---|---|
| **FY 26 Allocation:** | **$2,000** |
| **FY 27 Request:** | **$3,100** |
| **County Staff:** | **$2,000** |
| **Committee:** | **$2,000** |
| **Council:** | **$** |

# MEMORANDUM

## ANDERSON COUNTY DEVELOPMENT STANDARDS

**DATE:** **September 3, 2026**

**TO:** **Renee Watts**
Clerk to Council

**FROM:** **Tim Cartee**
Land Development Administrator

**CC:** **Matt Hogan, Alesia Hunter**

**SUBJECT:** **The Village at White Pine Subdivision Phase 2 & 3**

---

Based on the recommendation of the Roads and Bridges Department, would you please place on the next County Council Agenda for consideration of acceptance for the following road into the County Maintenance System.

This will add 3,313 feet of paved roads to the county maintenance system.

| | |
|---|---|
| Developer: | Falcon Real Estate |
| Location: | Welpine Rd. |
| County Council District: | 4 |
| Roads: | Whitebark Dr. Spruce Pine Dr. Stone Pine Dr. Shortleaf Ln. Conifer Crt. |

Please feel free to contact me at (260-4719) if you need more information.

**Tommy Dunn**
Chairman, District 5

**Chris Sullivan**
Council District 1

**Greg Elgin**
Council District 3

**Cindy Wilson**
Council District 7

**Brett Sanders**
V. Chairman, District 4

**Glenn Davis**
Council District 2

**Jimmy Davis**
Council District 6

**Renee Watts**
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

**Rusty Burns** | County Administrator
rburns@andersoncountysc.org

401 E Rivers Street, Anderson, SC 29621 | www.andersoncountysc.org

# MEMORANDUM

## ANDERSON COUNTY ROADS AND BRIDGES

**DATE:** 9/8/2026

**TO:** **Jonathan Fox**
Roads and Bridges Manager

**FROM:** **Norman McGill**
Roadway Management Supervisor

**CC:** **Matt Hogan, Kurt Mead**

**SUBJECT:** **The Village at White Pines Subdivision Phases 2 and 3**

To the best of my ability, I certify that there are no known drainage issues on the roads listed below in The Village at White Pines Subdivision. All drainage facilities and roadways within the proposed county right of way meet the county standards. The roads are now eligible to be considered for acceptance into the county maintenance system. This will add **3,313** feet of paved roads to the county maintenance system.

**District: 4**
**Location:** The Village at White Pines subdivision phases 2 and 3

**Roads:** **Whitebark Drive (P-05-0130)**
**Spruce Pine Drive (P-05-0131)**
**Stone Pine Drive (P-05-0132)**
**Shortleaf Lane (P-05-0133)**
**Conifer Court (P-05-0134)**

**Tommy Dunn**, Chairman, District 5
**Chris Sullivan**, Council District 1
**Greg Elgin**, Council District 3
**Cindy Wilson**, Council District 7
**Brett Sanders**, V. Chairman, District 4
**Glenn Davis**, Council District 2
**Jimmy Davis**, Council District 6
**Renee Watts**, Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA
**Rusty Burns** | County Administrator
rburns@andersoncountysc.org

Roads and Bridges
1428 Pearman Dairy Road
Anderson, S.C. 29625
864-260-4190


I-1
920008012
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I-1
Welpine Ridge Road P-05-0015
932202001
The Village at White Pine II
IZD
Shortleaf Lane P-05-0133
Conifer Court P-05-0134
C-3
920008028
C-2
008008
C-3
920008015
C-3
I-1
I-1
I-1
I-1
Longleaf Lane C-05-0
The Villa at White
930003028
IZD
C-2
930003002
C-2
C-2
930003014
C-2
C-2
930003021
C-2
C-2
C-2
Clemson Commons
930003017
C-2
930003023
930003030
C-2
C-2
Welpine Crossing
930002013
76
Clemson Boulevard US-04-0076
Clemson Boulevard US-04-0076
Threlkeld Boulevard C-05-0093
The Streams at Battery Park
930003029
R-M

ANDERSON COUNTY
SOUTH CAROLINA

# *PUBLIC SAFETY COMMITTEE MEETING AGENDA*
## *Tuesday, September 15, 2026, 8:00 A.M.*
## *Historic Courthouse*
## *101 South Main Street, Anderson SC 29624*
## *Administrator's Conference Room, 2nd Floor*
## *Chairman Greg Elgin Presiding*

| | | |
|---|---|---|
| 1. | Call to Order | The Honorable Greg Elgin |
| 2. | Invocation and Pledge of Allegiance | The Honorable Glenn Davis |
| 3. | Discussion of Records Management System Data Conversion Software for ACSO | Major Tribble, ACSO |
| 4. | Adjournment | The Honorable Greg Elgin |

***Committee Members:***
*The Honorable Greg Elgin, Chairman*
*The Honorable Glenn Davis*
*The Honorable Brett Sanders*

**Tommy Dunn**
Chairman, District 5

**Brett Sanders**
V. Chairman, District 4

**Chris Sullivan**
Council District 1

**Glenn Davis**
Council District 2

**Greg Elgin**
Council District 3

**Jimmy Davis**
Council District 6

**Cindy Wilson**
Council District 7

**Renee D. Watts**
Clerk to Council

ANDERSON COUNTY
SOUTH CAROLINA

**Rusty Burns** | County Administrator
rburns@andersoncountysc.org

PO Box 8002, Anderson, South Carolina 29622-8002 | www.andersoncountysc.org

Peregrine

Anderson County Sheriff's Office
305 Camson Road
Anderson, SC 29625

July 31, 2026

Thank you for your agency's interest in Peregrine's unified data platform ("the Peregrine platform" or "the platform"). The Peregrine platform has been built with law enforcement and public safety agencies in mind, making it uniquely suited to the needs of Anderson County Sheriff's Office (ACSO). The Peregrine platform is the only end-to-end software available on the market with the following integrated capabilities:

- **Purpose-built data integrations Specifically for systems used by ACSO.** Peregrine offers proven, pre-built connectors that allow for seamless integration with critical existing ACSO systems such as CentralSquare CAD, CentralSquare RMS, CentralSquare JMS, Motorola Premier One CAD, Motorola Premier One RMS, Motorola Premier One JMS, and more. These pre-built connectors eliminate any requirements for ACSO IT to develop and maintain interfaces between Peregrine and ACSO source systems and ensure that data available in Peregrine is complete, accurate, and always up-to-date.

- **Fully Integrated Search, Map, Link Analysis, Reporting, and Dashboarding.** Peregrine offers an exclusive, fully integrated set of user-facing applications for search, map-based analysis, link analysis, reporting, and dashboarding that allow for seamless movement of data between those applications without the need to export and import data manually. Additionally, Peregrine is the only such solution that offers desktop, laptop, tablet, and mobile device accessible versions of those integrated applications so that they can be accessed by authorized users wherever and whenever they are needed.

- **Proprietary Data Deduplication Algorithms.** Peregrine offers proprietary algorithms (patent: US 12,321,330 B1, and patent pending Application No. 18/789326) that will enable automatic and auditable deduplication and merging of data, such as person records. This will allow the ACSO to have automatically clean, reliable information upon which to conduct data searches and compile reporting products without the need to make any changes to the agency's underlying source systems.

- **Proprietary Ontology Purpose-Built for Law Enforcement.** Peregrine offers a proprietary dynamic ontology capability that has been purpose-built for Law Enforcement dataand allows ACSO to automatically establish connections and relationships between data elements within and across disparate systems that may otherwise be missed. Additionally, Peregrine's dynamic ontology allows ACSO to have full flexibility to change its desired data model over time without needing to build and maintain additional interfaces or make any changes to the agency's underlying source systems and the way they store or represent information. The Peregrine Ontology has been developed and continuously refined to specifically accommodate law enforcement data and concepts.

- **Secure Collaboration and Data Sharing.** The Peregrine platform's proprietary integration, ontology, and granular security permissions enable secure sharing within ACSO and between ACSO and partner agencies, public and private, that is otherwise not possible. Within ACSO, this will allow secure collaboration across investigations, patrol, custody operations, traffic, analysis and command staff. Additionally, Peregrine will enable ACSO to securely collaborate and share data in a common platform with other Peregrine customer agencies in region and in neighboring law enforcement/public safety departments. All data sharing and collaboration features are automatically synchronized with ACSO's existing user, group, and role security and access policies.

- **Fully Open and Interoperable Architecture.** Peregrine's unique solution ensures the ACSO will never be at risk of vendor lock-in or issues related to data ownership. Peregrine's fully open and interoperable architecture is fully vendor-agnostic, allowing Peregrine to integrate data from any current or future ACSO solution and allow any such solutions to

access data from Peregrine, without limitation, if desired by ACSO. A customer retains full and total rights to its data within Peregrine at all times and has the ability to access and export that data in open, standard data formats at any time.

- **End-to-end security [CJIS, SOC2, HIPPA].** Peregrine is hosted on the secure, CJIS compliant Amazon Web Services (AWS) Government Cloud region. Peregrine meets or exceeds all standards and controls set forth in the most current CJIS security policies. Peregrine has been approved at dozens of law enforcement agencies to handle sensitive information such as criminal justice information. Additionally, Peregrine offers seamless integration with ACSO's existing single-sign-on and multi-factor authentication services. This allows ACSO to avoid any redundancy and duplication in managing user access and permissions and automatically ensure all interactions with sensitive data are compliant with existing agency data and information system security policies.

We look forward to working with **ACSO** in the near future. If there are any additional questions, please do not hesitate to reach out to Philip Castronova (Philip.castronova@peregrine.io | 410-274-0543).

PEREGRINE CONFIDENTIAL AND PROPRIETARY

PRICING MATRIX

# Data Source Scopes

| Packages | Data Sources + Deliverables | Pricing (Per Year) | |
|---|---|---|---|
| | | One-Year Contract | Five-Year Contract |
| Foundation Scope 1 | **CAD:** CentralSquare<br>**RMS:** CentralSquare<br>**JMS:** CentralSquare<br>**BWC + Evidence:** Axon<br>**GIS Shapes/Layers**<br>**ATF NIBIN Ballistics Data**<br>**Social Media Warrants**<br>**Call Detail Record Warrants**<br>**Mobile Pings + Cell Tower Dumps** | $215,600 | $155,230 |
| Foundation Scope 2 | **CAD:** Motorola P1<br>**RMS:** Motorola P1<br>**JMS:** Motorola P1 | +$64,900 ($280,500 total) | +$46,730 ($201,960 total) |
| Foundation Scope 3 | **Legacy Data:** AS400<br>**Legacy RMS:** PD Tracker | +$28,900 ($309,300 total) | +$22,440 ($224,400 total) |

**Note about transcribed forms:** this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.

Anderson County South Carolina logo featuring a clock tower and a palmetto tree.

Anderson County
South Carolina

# Recreation Fund Appropriations Application

**What district(s) are you requesting funding from:**

**District:** ALL

7

**Mail/Email to:**
Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org

**Tommy Dunn**
Chairman, District 5

**Brett Sanders**
V. Chairman, District 4

**Chris Sullivan**
Council District 1

**Glenn A. Davis**
Council District 2

**Greg Elgin**
Council District 3

**Jimmy Davis**
Council District 6

**Cindy Wilson**
Council District 7

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**Renee Watts**
Clerk to Council

**Rusty Burns**
County Administrator

1. Name of entity requesting recreation fund appropriation:
   Williamston Action Community Club
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   $12,500
3. The purpose for which the funds are being requested:
   The requested funds will be used to support the ongoing operation, programming, and community services provided by the Caroline Community Center in Williamston, South Carolina. Funding will help offset costs associated with facility operations, utilities, maintenance, program supplies, and the delivery of services that benefit residents of Anderson County.

The Caroline Community Center serves as a gathering place and resource for seniors, youth, families, nonprofit organizations, and other community groups. Programs and services include senior activities, youth and family programming, community events, nonprofit and recovery-support meetings, educational activities, and emergency preparedness and response efforts.

The Center also serves an important role during times of community need. During Hurricane Helene, the Caroline Community Center operated as an emergency community resource, providing food, assistance, and support to more than 750 individuals during widespread power outages.

County funding will help ensure that the facility remains safe, accessible, operational, and available for programs and services that strengthen the Williamston community and surrounding areas of Anderson County.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

(●) Yes ( ) No Evidence or notes:

We are a 501(c)(3) nonprofit.
Name: WILLIAMSTON ACTION COMMUNITY CLUB INC
EIN: 58-7078024

Here is our corporate information with the SC Secretary of State:
Entity ID: 00145249
Entity Type: Nonprofit
Status: Good Standing
Domestic/Foreign: Domestic
Incorporated State: South Carolina
Effective Date: 07/08/1985

Contact Person:

5. Contact Person:

Diallo S. Moore

Mailing Address:

WACC
PO Box 806
Williamston, SC 29697

Phone Number:

8647104434

Email:

president@carolinecommunitycenter.com

6. Statement as to whether the entity will be providing matching funds:

Yes. The Williamston Area Community Center will provide matching support through funds generated from facility rentals, fundraising activities, donations, and other organizational revenue. These funds are reinvested into the operation, maintenance, programming, and continued improvement of the Caroline Community Center.

In addition to direct financial support, the organization also contributes significant volunteer time, community partnerships, and in-kind resources to help sustain the facility and the programs and services provided to Anderson County residents.

I certify that the foregoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Certification

Signature

Diallo S. Moore

Print Name

Diallo S Moore

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Anderson County South Carolina logo featuring a clock tower and a palmetto tree.

Anderson County
South Carolina

# Recreation Fund Appropriations Application

**What district(s) are you requesting funding from:**

**District:**

**Mail/Email to:**
Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org

**Tommy Dunn**
Chairman, District 5

**Brett Sanders**
V. Chairman, District 4

**Chris Sullivan**
Council District 1

**Glenn A. Davis**
Council District 2

**Greg Elgin**
Council District 3

**Jimmy Davis**
Council District 6

**Cindy Wilson**
Council District 7

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**Renee Watts**
Clerk to Council

**Rusty Burns**
County Administrator

1. Name of entity requesting recreation fund appropriation:
   Anders Pregnancy Care
2. Amount of request (If requesting funds from more than one district, annotate amount from each district):
   All $10,000

3. The purpose for which the funds are being requested:

We are requesting funding to increase awareness throughout the Anderson community of the free services available through Anderson Pregnancy Care. Funds would be used to advertise through the purchase of promotional and informational merchandise that keeps our services visible and accessible to women and families who may need them. Items such as magnets, pens, notepads, baby bottles, and other useful materials provide an ongoing opportunity to share information about our free pregnancy testing, ultrasound, education, resources, and support services.

By strategically distributing these materials throughout Anderson County, we can "saturate" the community with the knowledge that help is available at no cost. Many individuals who need our services may not know that they exist or may encounter us for the first time through a simple promotional item, community event, church, business, or other local organization.

This funding would directly support our efforts to ensure that Anderson County residents know where they can turn for free, confidential support and resources during pregnancy and beyond. It would also help us maintain the level of community outreach necessary to reach those who may otherwise never know these services are available.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

(•) Yes ( ) No Evidence or notes:

5. Contact Person:

Contact Person:

Audrey Shaw

Mailing Address:

PO Box 6161
Anderson, SC 29623

Phone Number:

864-617-8069

Email:

audreyshaw@andersonpregnancycare.org

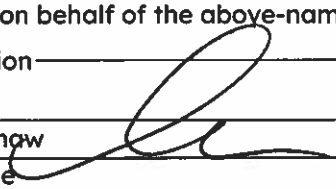
6. Statement as to whether the entity will be providing matching funds:

Yes. Anderson Pregnancy Care will provide matching funds for this program, demonstrating our continued commitment to expanding awareness of and access to our free services throughout the Anderson community. Our funds will be concentrated on billboards to increase community awareness.

I certify that the foregoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Certification

Signature



Audrey Shaw

Print Name

Audrey Shaw

Date

08/27/2026

# State of South Carolina
# Office of the Secretary of State
# The Honorable Mark Hammond

6/9/2026

Anderson Pregnancy Care
Audrey D Shaw
PO BOX 6161
ANDERSON, SC29623-6161

RE: Registration Confirmation

Charity Public ID: P6835

Dear Audrey D Shaw :

This letter confirms that the Secretary of State's Office has received and accepted your Registration, therefore, your charitable organization is in compliance with the registration requirement of the "South Carolina Solicitation of Charitable Funds Act." The registration of your charitable organization will expire on 5/15/2027.

If any of the information on your Registration form changes throughout the course of the year, please contact our office to make updates. It is important that this information remain updated so that our office can keep you informed of any changes that may affect your charitable organization.

If you have not yet filed your annual financial report or an extension for the annual financial report, the annual financial report is still due 4½ months after the close of your fiscal year.

- Annual financial reports must either be submitted on the Internal Revenue Service Form 990 or 990-EZ or the Secretary of State's Annual Financial Report Form.
- If you wish to extend the filing of that form with us, please submit a written request by email or fax to our office using the contact information below. Failure to submit the annual financial report may result in an administrative fine of up to $2,000.00.

If you have any questions or concerns, please visit our website at www.sos.sc.gov or contact our office using the contact information below.

Sincerely,

K. Wickersham

Kimberly S. Wickersham
Director, Division of Public Charities

ANDERSON COUNTY
SOUTH CAROLINA

# RECREATION FUND APPROPRIATIONS APPLICATION

## WHAT DISTRICT(S) ARE YOU REQUESTING FUNDING FROM:

## DISTRICT:

**Mail/Email to:**
Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
rdwatts@andersoncountysc.org


**Tommy Dunn**
Chairman, District 5

**Brett Sanders**
V. Chairman, District 4

**Chris Sullivan**
Council District 1

**Glenn A. Davis**
Council District 2

**Greg Elgin**
Council District 3

**Jimmy Davis**
Council District 6

**Cindy Wilson**
Council District 7

**Renee Watts**
Clerk to Council

**Rusty Burns**
County Administrator


1. Name of entity requesting recreation fund appropriation: P&D Ministries & The Morningside Community Development Association.
2. Amount of request (If requesting funds from more than one district, annotate amount from each district): $1,500.00
3. The purpose for which the funds are being requested: Ground fabric for laying mulch, safety vest, flower bulbs, and other supplies needed for the October 3rd, 2026 Clean-up Day.
4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing. Please see attached
5. Contact Person: Markus Burney & Carol Parham
   Mailing Address: P. O. Box 363 (864)952-7655 · (410)440-9252
   Phone Number: (864)952-7655 & (410)440-9252
   Email: Pandministries@gmail.com & Cfp365@charter.net
6. Statement as to whether the entity will be providing matching funds: At this time we will not be matching funds.

I certify that the foregoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Signature — Markus Burney III — Print Name — 9/3/26 — Date

**Tommy Dunn**
Chairman, District 5

**Brett Sanders**
Vice Chairman, District 4

**Chris Sullivan**
Council District 1

**Glenn A. Davis**
Council District 2

**Greg Elgin**
Council District 3

**Jimmy Davis**
Council District 6

**Cindy Wilson**
Council District 7

**Renee Watts**
Clerk to Council

**Rusty Burns**
County Administrator

# What district(s) are you requesting funding from?

District

All

**Mail/Email to:**
Anderson County Council Clerk
P.O. Box 8002, Anderson, SC 29622
renee.watts@andersoncountysc.gov

1. Name of entity requesting recreation fund appropriation

Shock City Jeep Club

2. Amount of request (if requesting funds from more than one district, annotate amount from each district)

$500 from each district $3,500.00 = Total

3. The purpose for which the funds are being requested

To continue to bring the Anderson County Jeep Extravaganza back to Anderson for the 3rd year. All funds are donated back to local non-profits. Our primary charity is Area 14 Special Olympics, Honors for Heros and Lights of Hope.

4. Is the entity a non-profit corporation in good standing with the South Carolina Secretary of State? If so, please attach evidence of that good standing.

(●) Yes ( ) No

5. Contact person

| Contact person | Mailing address |
|---|---|
| Dale Horne | 690 Asaville School Rd. Anderson SC 29621 |
| **Phone number** | **Email** |
| 8642219009 | dalehorne123@gmail.com |

6. Statement as to whether the entity will be providing matching funds

No

I certify that the foregoing is true and accurate to the best of my knowledge and that I am authorized to make this application on behalf of the above-named entity.

Certification

| Signature | Print name |
|---|---|
| Robert D. Horne | Robert D. Horne |

Date

09 / 02 / 2026